

St. Clairsville, Ohio

April 13, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, 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. Meyer, seconded by Mr. Dutton 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,036,694.46

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

P53 SANITARY SEWER DISTRICT FUND/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P03.012 Equipment	\$50,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$30,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$1,000.00
E-8010-S030-S58.000 Communications	E-8010-S030-S60.000 Maintenance	\$5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

N45 ROADWAY IMPROVEMENT AND K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-9045-N045-N06.074 Transfers Out	R-2810-K000-K20.574 Transfers In	\$152,826.29

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the April 13, 2022, meeting:

A00 GENERAL FUND

E-0131-A006-A02.002	Salaries-Administration	\$129,852.80
E-0131-A006-A04.002	Salaries-Road	\$1,000.00
E-0131-A006-A13.003	PERS/SPRS	\$23,503.36

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS FUND

E-2301-E011-E01.011	Contract Services	\$11,492.79
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K00 M.V.G.T. FUND/ENGINEER

E-2812-K000-K11.002	Salaries Laborers	\$5,430.63
E-2812-K000-K12.000	Materials	\$10,781.99
E-2812-K000-K13.012	Equipment	\$136,613.67

N45 ROADWAY IMPROVEMENTS/ENGINEER

E-9045-N045-N06.074	Transfers Out	\$152,826.29
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S30 OAKVIEW JUVENILE RAHABILITATION

E-8010-S030-S54.000	Food	\$352.00
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S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$77.63
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Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000	Remit to State	\$317.00
E-9841-Y041-Y02.000	Remit to County	\$1,268.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR MARCH 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of March 2022.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,708.91
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	985.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,588.50
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,536.16
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	408.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,690.46
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,175.16
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,282.74
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,056.89
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,090.91
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	641.03
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	735.62
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,191.58
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	5,121.24
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,604.06
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,430.40
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,611.88
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,568.12
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	23,601.67
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,892.82
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,357.38
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,400.85
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,545.64
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,467.62
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	14.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	161.84
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			116,595.44
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,487.93
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,701.30
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	29.34
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	681.04
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	66.36
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	679.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	2,320.86
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	513.04
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	391.60
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	724.86
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	129.44
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	113.83
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,458.34

Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	85.44
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	38.28
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,092.83
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,438.97
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,468.37
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,218.72
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,922.19
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,818.50
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,433.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	369.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,500.95
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	318.75
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	265.20
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	955.77
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	839.73
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	19,216.77
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,186.85
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,669.22
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,468.31
			11,025.29
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,598.68
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	322.72
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,156.70
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	36,150.55
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	21,327.12
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	603.62
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	2,682.40
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	448.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	637.40
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	86.24
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,828.34
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	797.72
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	318.92
			327,829.59

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF JANUARY, FEBRUARY and MARCH 2022**

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for Waived Hospitalization Chargebacks for the months of January, February and March 2022.

FROM

TO

E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	9,416.65
E-1600-B000-B13.006	DOG & KENNEL FUND	R-9891-Y091-Y03.500	750.00
County Health			
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	166.68
E-2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	249.99
E-2229-F081-F01.001	PHER	R-9891-Y091-Y03.500	249.99
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	250.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,250.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	833.33
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	500.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	1,000.00
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,100.00
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	150.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,000.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	833.33
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	1,500.00
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,750.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
TOTAL			23,999.97

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated April 13, 2022, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows:
SSOBC-Senior Centers to Wheeling, WV, on May 3, 10, 17, 24 and 31, 2022, for a senior outing to the Howard Long Wellness Center. Tish Kinney to Amish Country on May 5, 2022, for a senior outing. Senior Centers to Wheeling, WV, on May 5, 12, 19, 26, 2022, for a senior outing to the Howard Long Wellness. Senior Centers to Cambridge, Oh. on May 11, 2022, for an outing to Area Agency Region 9 Adult Extravaganza. Kay Driscoll to Triadelphia, WV, on May 18, 2022, for a senior outing to Lucky Duck, JC Penney and Five Guys. Sue Hines to Amish Country on May 19, 2022, for a senior outing. Melissa Finney to Wheeling, WV, on May 19, 2022, for a senior outing to Elm Grove Shopping Plaza and Perkins Restaurant. County vehicles will be used for travel.
WATER & SEWER DISTRICT-Rick Conner, Mario DeFelice, Craig Mann, Josh Materkoski, Jamie McGarry and/or John Yeager to Miverva, OH, during the week of April 18, 2022, for disposal of asbestos material. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 6, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REVISED RESIGNATION DATE OF
MICHAEL KNOX, FULL-TIME REGISTERED NURSE/JAIL**

Motion made by Mr. Meyer, seconded by Mr. Dutton to revise the motion made on April 6, 2022 accepting the resignation of Michael Knox, full-time Registered Nurse at the Belmont County Jail, to change effective April 15, 2022 to effective April 17, 2022.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TITLE IV-E AGREEMENT, ON BEHALF OF THE
DEPARTMENT OF JOB AND FAMILY SERVICES AND PROSECUTOR**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and execute the Title IV-E agreement by the Belmont County Board of County Commissioners, on behalf of the Belmont County Department of Job and Family Services, and the Belmont County Prosecutor to allow claim reimbursement at the rate of \$43.66 per quarter hour, for the cost of the Prosecutor representing the Department of Job and Family Services in Children Services cases, effective January 1, 2022 through December 31, 2022.

I. Purpose

This Agreement is entered into by the Belmont County Board of County Commissioners through it’s agent, Belmont County Department of Job and Family Services (hereinafter referred to as BCJFS) and the Belmont County Prosecutor for the purpose of defining the relationship and responsibilities between the parties for the Prosecutor’s activities which contribute to the proper and efficient administration of the Title IV-E program of the Social Security Act, 42 U.A.C.A 670 et. Seq.

II. Responsibilities of Belmont County Job and Family Services

Under this Agreement, BCJFS will seek from the Federal government available federal participation (hereinafter FFP) on behalf of the Prosecutor, for the exercise of the Prosecutor’s administrative functions specified in the Agreement, and as may be allowable under 45 CFS 1356 ©(2). To the extent such claims are allowed by the Federal government and FFP is awarded for such, BCJFS will distribute to the Prosecutor the FFP awarded and received by BCJFS.

III. Responsibilities of the County Prosecutor

A. Role of Prosecutor

Under this Agreement, BCJFS recognizes the Prosecutor as a unit of local government which performs activities with contribute to the proper and efficient administration of Title IV- E within the State of Ohio and within the County.
In this capacity, the County Prosecutor will exercise the authority granted it under Chapter 309 of the Ohio Revised Code to serve as legal counsel for BCJFS in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Ohio Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

B. Allowable Functions

Under this Agreement, the County Prosecutor may seek reimbursement for its costs related to serving as legal counsel for BCJFS, the County agency empowered, pursuant to Chapter 5153 of the Ohio Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include representing the child welfare agency in all court proceedings, preparation, including necessary legal research, for such a representational role, the preparation, including necessary legal research, of pleadings, briefs, and other legal documents for court proceedings involving BCJFS, participating in pre-trial conferences, and attendance at organized and formal training activities for the purpose of which is to improve the capacity of attendees to provide legal services to BCJFS.

C. Non-Allowable Functions

- Under this Agreement, the County Prosecutor may **not** seek reimbursement for any of the following activities:
1. All matters related to the adjudication and disposition of juvenile traffic offenders;
 2. All matters solely related to the criminal prosecution of any child or adult;
 3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Ohio Revised Code;
 4. All matters related to the Uniform Reciprocal Enforcement of Support Act codified in Chapter 3115 of the Ohio Revised Code;
 5. All matters related to the County Prosecutor acting as legal counsel for any unit of government other than the PCSA;
 6. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other State or Federal agency.

D. Description of Costs Which May be Claimed

Under this Agreement, the County Prosecutor may seek reimbursement for any of the following incurred in the performance of the activities stated in Paragraph B. Reimbursement shall be at a rate of \$43.66 per quarter hour.

IV. Compensation

BCJFS and the County Prosecutor agree that costs as reported are paid partially by both BCJFS and the County Prosecutor. BCJFS agrees to bill the full amount and to reimburse BCJFS and the County Prosecutor the applicable percentage level of FFP earned for the costs. On a quarterly basis, BCJFS will invoice the Prosecutor’s office for the amount of the required local share. All reimbursements shall solely consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E Administrative costs. As this rate fluctuates, any reimbursement disbursed by BCJFS to the PCSA and County Prosecutor must be reconciled to adjust for finalization of FFP. Reconciliation will occur quarterly to adjust for payment made in the prior quarter. adjusted against a subsequent year’s contract, and final reconciliation of the contract year may result in the need to process an under/overpayment.
Payment of any FFP under this Agreement is further contingent upon any necessary Federal approval of the State’s Title IV-E Program Plan and Title IV-E Cost Allocation Plan as they may be amended to seek FFP for costs associated with activities performed under this Agreement. BCJFS will use its best efforts to secure such FFP as is allowable under this Agreement, but makes no warranty, express or implied, as to the ultimate success of those efforts.
If the Ohio General Assembly, the Federal Government, or any other source at any time disapproves or ceases to continue funding the BCJFS payments hereunder, this Agreement is terminated as of the date funding expires without prior notice of further obligation of BCJFS.

V. Effective Date

This Agreement shall remain in effect from 1/1/2022 through 12/31/2022. Either party may terminate this agreement with 30-day notice to the other party.

VI. Compliance with Federal and State Laws, Rules, and Regulations

The parties agree to comply with all Federal and State laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

VII. Records Retention and Audit Exceptions

- A. All records relating to the costs and supporting documentation for invoices submitted to BCJFS by the County Prosecutor shall be retained and made available for audit by the State of Ohio (including, but not limited to, ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and an audit is initiated during this time period, the County Prosecutor shall retain such records until the audit is concluded and all issues resolved.
- B. BCJFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit as it pertains to state or federal funding of the Agreement. BCJFS shall timely notify the County Prosecutor of any adverse findings which allegedly are the fault of the Prosecutor. Upon receipt of notification from BCJFS, the Prosecutor shall cooperate with BCJFS, and timely prepare and send to BCJFS, its’ written response to the audit exception. Failure of the Prosecutor to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

The Prosecutor shall be liable for any audit exceptions that result solely from its’ acts or omissions in the performance of this Agreement. BCDJFS shall be liable for any audit exceptions that result solely from its’ acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both BCJFS and the Prosecutor, then the financial liability for the audit exception shall be shared by the parties in proportion to their relevant fault.

- C. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its’ officers, employees, agents, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from on to the other.

VIII. Entirety of Agreement

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

<u>Jeffery L. Felton /s/</u>	<u>4/1/2022</u>
Belmont JFS Director	Date
<u>J. Kevin Flanagan /s/</u>	<u>4/5/22</u>
Belmont County Prosecutor	Date
<u>Josh Meyer /s/</u>	<u>4/13/22</u>
Belmont County Commissioner	Date
<u>J. P. Dutton /s/</u>	<u>4/13/22</u>
Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>4-13-22</u>
Belmont County Commissioner	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING REVISED AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE WITH ASCENT RESOURCES-UTICAL LLC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the revised Amendment and Ratification of Paid-Up Oil & Gas Lease, effective March 2, 2022, between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, in the amount of \$4,500.00 per net leasehold acre for an additional 1.207946 net acres located in Pease, Colerain and Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$5,435.75.

Note: The amendment originally signed on March 23, 2022 did not include the recording information of the original lease.

AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE

THIS AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE (this “**Amendment**”), effective as of the 2nd day of March, 2022 (the “**Effective Date**”), by and between **The Belmont County Board of Commissioners, by Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member**, whose address is 101 West Main Street, St. Clairsville, Ohio 43950 (“**Lessor**”) and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 (“**Lessee**”) (the aforementioned parties being referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS:

WHEREAS, The Belmont County Board of Commissioners, by Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Paid Up Oil & Gas Lease dated the 2nd day of March, 2022, and recorded in the lease book land records of Belmont County, Ohio, at Volume 901, Page 3248, as Instrument No. 202200002518 on March 24, 2022 (the “Oil and Gas Lease”), covering the oil and gas interests in certain lands in the Townships of Pease, Colerain, and Richland, County of Belmont, State of Ohio, as more particularly described therein; and

WHEREAS, Lessor and Lessee for their mutual benefit, desire to amend and modify the Oil and Gas Lease, as provided for herein, in order to facilitate the formation of drilling units upon the Leased Premises and other lands.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

I. AMENDMENT TO THE OIL AND GAS LEASE

- a. Legal Description.
The full and complete legal description of the Leased Premises, as amended, is attached hereto as Exhibit “A.”

II. MISCELLANEOUS

- a. Effect.
Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor’s right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to “this Lease” or “this Oil and Gas Lease” or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby. Further Assurances.

At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

- b. Counterparts.
This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- c. Entire Agreement.
This Amendment (including Exhibit “A” hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.
- d. Defined Terms.

Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the appropriate acknowledgment below, to be effective, however, as of the Effective Date.

LESSOR:
The Belmont County Board of Commissioners

By: Josh Meyer /s/
Name: Josh Meyer
Title: President
By: J. P. Dutton /s/
Name: J.P. Dutton
Title: Vice President
By: Jerry Echemann /s/
Name: Jerry Echemann
Title: Member

Upon roll call the vote was as follows:

LESSEE:
ASCENT RESOURCES – UTICA, LLC
an Oklahoma Limited Liability Company
By: _____
Name: Kade R. Smith
Title: Attorney-in-Fact

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

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE
WITH GULFPORT APPALACHIA, LLC/WATER AND SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into an Oil and Gas Lease by and between the Belmont County Water & Sewer District, fka The Belmont County Sanitary Sewer District, by and through the Belmont County Board of Commissioners, and Gulfport Appalachia, LLC, effective April 13, 2022, in the amount of \$4,500 per net leasehold acre for 2.9810 net leasehold acres, located in Pease Township, for a three-year term, 20% royalty. Total Payment Amount: \$13,414.50.

PAID-UP
OIL & GAS LEASE

This Lease made this 13th day of APRIL 2022, by and between **The Belmont County Water & Sewer District, fka The Belmont County Sanitary Sewer District, by and through the Belmont County Board of Commissioners**, of 67711 Oak View Road, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **GULFPORT APPALACHIA, LLC**, a Delaware Corporation with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) 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, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, 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 neighboring 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.

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

See attached Exhibit "A" for Parcel Numbers and Legal Descriptions
See Exhibit "B" attached hereto and made a part hereof for Other Provisions of this lease

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 **three (3) years** from 12:00 A.M. APRIL 13, 2022 (effective date) to 11:59 P.M. APRIL 12, 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 three (3) 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 extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. 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

Lessor(s) Initials: JE ycd

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:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal to **twenty percent (20.00%)** part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to **twenty percent (20.00%)** of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. 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, 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 thereafter, 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.

(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 bonus rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties 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.

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 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.

TITLE AND INTERESTS. Lessor hereby warrants 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 ("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 affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

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, 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.

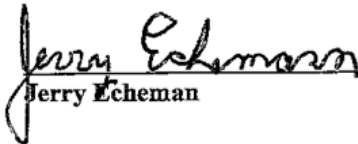
SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full 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.

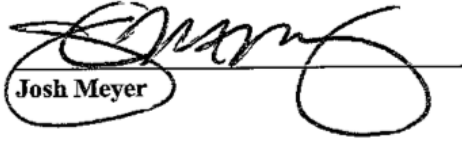
WARRANTY. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.


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.

EXECUTED this 13th day of APRIL, 2022.

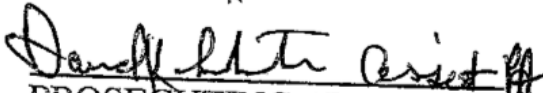
LESSOR(S):


Jerry Echman


Josh Meyer


J.P. Dutton

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF BELMONT) SS:
)

On this, the 13th day of APRIL, 2022, before me A Notary Public, the undersigned officer, personally appeared **Jerry Echeman, Josh Meyer, and J.P. Dutton**, as **Commissioners on behalf of The Belmont County Water & Sewer District, fka The Belmont County Sanitary Sewer District**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 2-18-2026
BONNIE ZUZAK
Notary Public, State of Ohio
Signature/Notary Public: Bonnie Zuzak
My Commission Expires: February 18, 2026
Name/Notary Public (print): BONNIE ZUZAK

Lessor(s) Initials: JE JPD

EXHIBIT "B"

This Exhibit "B" is attached to and made a part of that certain Paid-Up Oil & Gas Lease dated APRIL 13, 2022, by and between **The Belmont County Water & Sewer District, fka The Belmont County Sanitary Sewer District, by and through the Belmont County Board of Commissioners**, as Lessor(s), and **GULFPORT APPALACHIA, LLC**, a Delaware Corporation with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134, as Lessee ("Lease"), to wit:

In the event any of the terms and conditions contained in this Exhibit "B" 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 "B", which are not defined in this Exhibit "B," shall have the meaning given to such terms in the printed form to which Exhibit "B" 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 "B", 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 0.2398 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

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.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACT WITH CUMBERLAND TRAIL FIRE DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into Emergency Medical Service Contract, pursuant to ORC 307.05, with Cumberland Trail Fire District for a one-year term beginning April 13, 2022. Cumberland Trail Fire District shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$7,500.00.

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 13th day of April, 2022, by and between the Belmont County Board of Commissioners, hereinafter referred to as County, and the Cumberland Trail Fire District, hereinafter referred to as Provider, and represents that it is a, municipal corporation, joint emergency medical services district, fire and ambulance district, or a non-profit corporation providing emergency medical services per ORC4765.01 (H).

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may, but is not required to, enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio; and

WHEREAS, Provider, through various funding mechanisms, is providing a level of emergency medical services to the residents of Belmont County within the Provider’s general locale; and

WHEREAS, County desires to enter into this contract with Provider to supply additional funds to Provider, to enhance the level of emergency medical services that Provider can furnish to the residents of Belmont County;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- 2) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- 3) The Provider shall furnish emergency medical services to the residents of Belmont County within its general jurisdiction and locale.
- 4) The Provider shall provide emergency medical services and non-emergency transport services to inmates of the Belmont County Jail.
- 5) The Provider shall receive as a base payment from County the sum of \$7,500.00. This payment shall cover 100% of the cost of providing emergency medical services to the residents of Belmont County, Ohio, in its general locale; and 50 total responses (emergency and non-emergency transports) to the Belmont County Jail. In the event that Provider is required to respond to more than 50 calls to the Belmont County Jail during the contract period, Provider shall bill County, and County shall pay for such service at the then established Medicaid rate.
- 6) The Provider shall, throughout the duration of this contract maintain coverage through the Ohio Bureau of Workers’ Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- 7) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- 8) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one (1) year unless sooner terminated by the terms hereof.

BELMONT COUNTY COMMISSIONERS	CUMBERLAND TRAIL FIRE DISTRICT
<u>Josh Meyer /s/</u>	_____
<u>J. P. Dutton /s/</u>	_____
<u>Jerry Echemann /s/</u>	_____

APPROVED AS TO FORM:
By: David K. Liberati /s/
Title: David K. Liberati, Belmont County
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

Mr. Meyer said Cumberland Trail transports inmates from the jail when needed.

IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACTS WITH VARIOUS PROVIDERS

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following nineteen providers for a one-year term beginning April 13, 2022. The following shall receive a single payment of \$6,800.00 each to enhance the Provider’s ability to furnish emergency medical services to the residents of Belmont County within its general locale during the contract period:

- Barnesville Fire & EMS
- Barton Volunteer Fire Department
- Belmont Volunteer Fire Department
- Bethesda Volunteer Fire Department
- Bridgeport Volunteer Fire Department
- Brookside Volunteer Fire Department
- Colerain Volunteer Fire Company
- The Flushing Volunteer Fire Department, Inc.
- Holloway Volunteer Fire Department
- Lafferty Volunteer Fire Department, Inc.
- Martins Ferry Fire & Emergency Squad
- The Neff Volunteer Fire Department
- OR&W Fire District (Shadyside and Mead Twp.)
- Powhatan Emergency Squad
- The Smith Township Volunteer Fire Company
- Somerton Volunteer Fire Company
- The Spirit of ’76 Volunteer Fire Department

Sunset Heights Volunteer Fire Department
Wolfhurst Central Volunteer Fire Department

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 13th day of April, 2022, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and see above list of entities, hereinafter referred to as the Provider, and represents that it is a, municipal corporation, joint emergency medical services district, fire and ambulance district, or a non-profit corporation providing emergency medical services per ORC 4765.01(H) located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may, but is not required to, enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio; and

WHEREAS, Provider, through various funding mechanisms, is providing a level of emergency medical services to the residents of Belmont County within Provider’s general locale; and

WHEREAS, County desires to enter into this contract with Provider to supply additional funds to Provider, to enhance the level of emergency medical services that Provider can furnish to the residents of Belmont County;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- 2) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- 3) The Provider shall furnish emergency medical services to the residents of Belmont County within its general jurisdiction and locale.
- 4) The Provider shall receive a single payment of \$6,800.00 from the County to enhance the Provider’s ability to furnish emergency medical services to the residents of Belmont County within its general locale during the contract period.
- 5) The Provider shall, throughout the duration of this contract, maintain coverage through the Ohio Bureau of Workers’ Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- 6) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- 7) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one (1) year unless sooner terminated by the terms hereof.

BELMONT COUNTY COMMISSIONERS	SEE ABOVE LIST OF ENTITIES
<i>Josh Meyer /s/</i>	
<i>J. P. Dutton /s/</i>	
<i>Jerry Echemann /s/</i>	

APPROVED AS TO FORM:

By: *David K. Liberati /s/*
Title: David K. Liberati, Belmont County
Assistant Prosecuting Attorney
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE #1377208
FROM KEIM/FUTURE STORIES

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Quote #1377208 from Keim in the amount of \$2,754.00.00 for six (6) Endure EN600 Series windows for Future Stories.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE #110579
FROM LOCK A BOX/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Estimate #110579 from Lock A Box, Ltd, in the amount of \$9,100.00 for two (2) 20’ shipping containers for the Belmont County Jail to use as storage, shipping is included.

Upon roll call the vote was as follows:

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

RECESS

Jeff Felton, Director, Christine Parker, Administrator, John LaRoche, Supervisor, Nickie Couch, Supervisor and Courtney Clark, Quality Control Manager, Belmont County Department of Job and Family Services
Re: Child Abuse Prevention Month Proclamation

Mr. Felton said the Foster Care per diem was raised in 2020 with the goal of increasing the number of children in Belmont County foster homes. This keeps kids in their community and they can attend the same school. Ms. Parker explained some new initiatives they have been working on. A grant was received that is used for home visits for infants born with substance exposure. Linda Mehl from the Health Department does the home visits to check on the health of the babies. The department has partnered with Jefferson, Harrison and Carrol counties to submit an application for funding for hard to place children with special needs with foster parents who have the skills to care for them. Ms. Parker said, “The state has been pretty generous as far as funding for children’s services, offering different programs, and they continue to provide funds for us to support kinship placements.” Mr. Meyer inquired how much has changed due to the pandemic. Mr. Felton said other counties have received fewer reports of possible child abuse during the pandemic, Belmont County’s numbers have steadily increased. The Commissioners voiced their appreciation of the work that is done daily for the children of Belmont County.

IN THE MATTER OF ADOPTING PROCLAMATION DESIGNATING
APRIL AS CHILD ABUSE PREVENTION MONTH

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the proclamation designating April as Child Abuse Prevention Month.

Proclamation
Recognizing
“CHILD ABUSE PREVENTION MONTH”

WHEREAS, Belmont County recognizes each April as Child Abuse Prevention Month; and
WHEREAS, we must work together to increase awareness about child abuse and continue to dedicate to raise children in a safe, secure and loving environment where they can thrive and learn to be responsible citizens; and
WHEREAS, it takes a community of concerned citizens to report suspected abuse and neglect to the authorities; and
WHEREAS, through strengthening the family and community, Belmont County residents are making positive differences in the lives of our children that will ultimately result in a brighter future for our county; and
WHEREAS, it takes a team of dedicated staff with passion and commitment to intervene when necessary under the guidance of supportive leadership and resources; and
WHEREAS, effective child abuse prevention strategies succeed because of the meaningful connections and partnerships created between children services, education, health, community and faith-based organizations, businesses and law enforcement agencies.
NOW, THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners that they do hereby designate APRIL 2022 as “CHILD ABUSE PREVENTION MONTH” throughout the County of Belmont.
Adopted this 13th day of April 2022.

BELMONT COUNTY COMMISSIONERS
Josh Meyer /s/
J. P. Dutton /s/
Jerry Echemann /s/

Upon roll call the vote was as follows:

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

Mr. Meyer said the meeting will be kept open for potential further business.

RECESS

Reconvened Monday, April 18 at 8:43 a.m. with Commissioners Meyer, Dutton and Echemann present with no further business for the board to consider.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 8:43 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 8:43 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of April, 2022.

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

We, Josh Meyer 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.

Josh Meyer /s/ PRESIDENT
Bonnie Zuzak /s/ CLERK