

St. Clairsville, Ohio

August 9, 2023

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

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

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

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

IN THE TOTAL AMOUNT OF \$9,605,235.30

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

N22 WWS CAPITAL IMPROVEMENT

FROM	TO	AMOUNT
E-9022-N022-N16.000 Asset Management	E-9022-N022-N18.074 Transfers Out	\$1,410,019.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S40.000 Grant Holding	\$902.78
E-8010-S030-S53.000 Medical	E-8010-S030-S40.000 Grant Holding	\$380.74
E-8010-S030-S56.000 Motor Vehicles	E-8010-S030-S40.000 Grant Holding	\$41.00
E-8010-S030-S57.000 Travel/St. Dev	E-8010-S030-S40.000 Grant Holding	\$165.38
E-8010-S030-S58.000 Communications	E-8010-S030-S40.000 Grant Holding	\$135.13
E-8010-S030-S60.000 Maintenance	E-8010-S030-S40.000 Grant Holding	\$46.06
E-8010-S030-S63.000 General	E-8010-S030-S40.000 Grant Holding	\$21.64
E-8010-S030-S66.003 PERS	E-8010-S030-S40.000 Grant Holding	\$478.08
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S40.000 Grant Holding	\$2,194.52
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S70.005 Medicare	\$4.89

W80 PROSECUTORS-VICTIM PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P04.000 Other Expenses	E-1511-W080-P02.010 Supplies	\$160.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

N22 WWS CAPITAL IMPROVEMENTS AND N88 WWS REVENUE SLA

FROM	TO	AMOUNT
E-9022-N022-N18.074 Transfers-Out	R-9088-N088-N04.574 Transfers-In	\$1,410,019.00

P05 WATER REVENUE AND N22 WWS CAPITAL IMPROVEMENTS

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers-Out	R-9022-N022-N08.574 Transfers-In	\$28,750.00

P05 WATER REVENUE AND N88 WATER BOND REVENUE

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers-Out	R-9088-N088-N04.574 Transfers-In	\$58,000.00

P05 WATER REVENUE AND O62 WATER BOND PAYMENT

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfer-Out	R-9262-O062-O08.574 Transfer-In	\$124,000.00

P05 WATER REVENUE AND O63 WATER BOND RESERVE

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers-Out	R-9263-O063-O06.574 Transfers-In	\$12,350.00

P53 SEWER REVENUE AND O03 USDA-SSD BOND PMT

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfer-Out	R-9200-O003-O08.574 Transfers-In	\$71,000.00

P53 SEWER REVENUE AND O61 SEWER BOND RETIREMENT

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers-Out	R-9261-O061-O04.574 Transfers-In	\$6,600.00

P82 BROWNFIELD REMEDIATION PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1802-P082-P11.075 Advances Out	R-0040-A000-A48.575 Advances In	\$350,000.00

Repayment of advancement for Brownfield Remediation Program Grant Fund-Hab Center Demolition

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the August 09, 2023, meeting:

A00 GENERAL FUND

E-0131-A006-A04.002	Salaries-Road	\$1,000.00
E-0151-A002-F09.000	Other Expenses	\$1,441.80

O54 DEBT SERVICES COUNTY ISSUES

E-9256-O054-O17.000	Issuance Costs	\$19,785.91
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O55 T.I.F. FUND

E-9255-O055-O05.500	Issuance Costs	\$13,934.59
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W20 LAW LIBRARY RESOURCES FUND

E-97220-W020-W07.010	Supplies	\$12,863.38
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Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000	Remit to State	\$283.00
E-9841-Y041-Y02.000	Remit to County	\$1,312.00

Y42 RECOUPMENT FEES INDIGENT

E-9842-Y042-Y01.000	Remit to State	\$600.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR

HOSPITALIZATION CHARGEBACKS FOR JULY AND AUGUST 2023

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

Hospitalization Chargebacks for the months of July and August 2023

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	15,922.18
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	16,396.22
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	42,677.06
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	4,735.24
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	1,716.46
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	4,735.24
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	4,735.24
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	12,903.40
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	3,255.80
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	3,432.92
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	17,638.64
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	171,477.82
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	175,261.20
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	23,676.20
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,302.32
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	64,517.00
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,205.72
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,865.84
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	105,054.88
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,816.92
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,432.92
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,432.92
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,432.92
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	39,361.36
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,302.32
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	71,773.02
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	17,188.56
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	13,616.64
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	980.91

E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	3,476.17
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	107.45
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	6,516.03
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	160.59
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	884.09
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	2,540.64
E-2239-F091-F01.002	COVID-19 Enhanced Oper. (EO)	R-9891-Y091-Y01.500	1,050.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	371.95
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	577.44
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	2,335.41
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	4,576.80
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	643.16
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	221.76
JUV COURT/GRANTS			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,604.64
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	3,432.92
TOTALS			883,346.92

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated August 9, 2023, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR THE MONTH OF JULY 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor's Office:

- Monthly Financial Report for the month of July 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF JULY 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer's Office:

- Interest Report and Investment Portfolio for the month of July 2023.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 2, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows: **COMMISSIONERS**-Jerry Echemann to Dennison, OH, on August 25, 2023, to attend the EODA Summer meeting. A county vehicle will be used for travel.

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Kara Mowery to Cambridge, OH, on August 4, 2023, to visit a youth on probation.

DJFS-Michelle Marchio, Courtney Clark, John LaRoche, LeAnn Boston, Annika Burga, Michele Burkhart, De’asia Burney, Emily Cominsky, Christine DiNapoli, Jessica Hartley, Trina Palmer, Megan Stuckey, Wendy Tomlinson and Shannon Weekley to Columbus, OH, on September 18-21, 2023, to attend the PCSAO Annual Conference.

RECORDER’S Jason Garczyk to Columbus, OH, on September 14, 2023, to attend the Ohio Records’ Association Fall Continuing Education Conference. A county vehicle will be used for travel.

SSOBC--Senior Centers of Belmont County to Wheeling, WV, on all Tuesdays and Thursdays for the month of September, 2023, for senior outings to the Howard Long Wellness Center to participate in the Silver Sneakers Program. Sue Hines to Senecaville, OH, on September 5, 2023, for a senior outing to Senecaville Marina and surrounding areas. Melissa Finney to September 22, 2023, for a senior outing to The Farm at Walnut Creek. David Ward to Wheeling, WV, on September 26, 2023, for a senior outing to Wheeling thrift shops and Uncle Pete’s. Lisa Kazmirski to Columbus, OH, on October 30-November 1, 2023, to attend the Drive Train The Trainer Course. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROMOTION OF KYLIE KERNEN FROM PART-TIME KENNEL STAFF TO FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of Kylie Kernan from part-time Kennel Staff to full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective August 13, 2023, at pay grade 4 minimum step.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT COUNTY PLANNING COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint the following to The Belmont County Planning Commission for a three-year term, effective August 11, 2023 to August 10, 2026:

- Mr. Jim Graham
- Mr. Mark McVey
- Mr. Frank Shaffer

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING COMMISSIONER J. P. DUTTON TO REPRESENT BELMONT COUNTY BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR OHIO PUBLIC WORKS, ROUND 38 PROJECTS

Resolution authorizing Commissioner J. P. Dutton to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works, Round 38 Projects.

Motion made by Commissioner Echemann seconded by Commissioner Meyer to adopt the foregoing resolution this 9th day of August, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE #210086-5 FROM SECURITAS TECHNOLOGY/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote #210086-5, in the amount of \$239,610.00, from Securitas Technology to upgrade the current analog matrix switching and digital video recording (DVR) system to a new Video Management Software (VMS) solution at the Belmont County Jail, based upon the recommendation of Sheriff Dave Lucas.

Note: This purchase is exempt from competitive bidding per ORC 307.86(B)(2)-The purchase consists of services related to information technology, such as programming services, that are proprietary or limited to a single source.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUOTE FROM PLATINUM PROPERTY MAINTENANCE/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote, in the amount of \$49,200.00, from Platinum Property Maintenance to provide and install network cabling on the new camera system at the Belmont County Jail, based upon the recommendation of Sheriff Dave Lucas.

Upon roll call the vote was as follows:

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

Mr. Dutton said the current system was installed in 2008 during the jail expansion and it has been difficult to get replacement parts. Mr. Dutton said these are major expenses and this is why it is important to be conservative with the budget and have money set aside.

IN THE MATTER OF APPROVING QUOTES FROM PRO-AIRE HEATING & AIR CONDITIONING/MARTINS FERRY JFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following quotes from Pro-Aire Heating & Air Conditioning for the Belmont County Department of Job and Family Services building located at 302 Walnut Street, Martins Ferry, Ohio:

- One Carrier air conditioning unit for the kitchen, in the amount of \$4,596.00.
 - One Carrier air conditioning unit for the visitation room, in the amount of \$6,645.00
- Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES
CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY
SERVICES AND THE JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., in a not to exceed amount of \$80,000.00, for the Re-employment Services and Eligibility Assessment (RESEA) program, effective July 1, 2023 to June 30, 2024.

Note: Certain people who are receiving unemployment compensation are required to meet with a worker and complete an assessment to develop a re-employment plan.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on this 9th day of **August, 2023**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Jefferson County Community Action Council, Inc. (hereinafter "Contractor"), is for the purchase of Reemployment Services and Eligibility Assessment (RESEA) that meet the requirements and standards of the state Reemployment Services and Eligibility Assessment (RESEA) plan, as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I. PURPOSE

The purpose of this contract is to implement the Reemployment Services and Eligibility Assessment (RESEA) program, which includes being the employer of record for staff funded for through this program.

II. PARTIES

The parties to this agreement are as follows:

**Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075**

**Contractor: Jefferson County Community Action Council, Inc.
114 North 4th Street
P.O. Box 130
Steubenville, OH 43952
740-282-0971
DUNS: 121674931
WIOA Area 16 subgrant G-2425-15-0053
FAIN: AA332491955A39
NoR&D
14.20% Indirect cost rate.**

III. CONTRACT PERIOD

This contract and its terms for July 1, 2023, through June 30, 2024, and can include services rendered prior to July 1, 2023, but not billed/paid until this program year, due to Jefferson County Community Action Council, Inc, operating the RESEA program in the prior program year.

IV. DEFINITIONS

The following words, phrases, and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of services to customer.

RESEA

Reemployment Services and Eligibility Assessment (RESEA) is a federal program that provides intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. The goal of the program is to provide claimants with a wide array of resources that support reemployment as quickly as possible and connects claimants to reemployment services, including co enrollment in the Wagner-Peyser Employment Services program, Workforce Innovation and Opportunity Act (**WIOA**) dislocated worker program or other program services, as appropriate.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein. All staff will be employed by the Contractor, and subject to all of the Contractors' workplace rules and policies.

Proportional Payment

Proportional payment would occur at the Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform.

Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WDA16

Workforce Development Area 16, which consists of Belmont, Carroll, Harrison, and Jefferson counties. BCDJFS is the Fiscal Agent for WDA16.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

V. SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. The Contractor shall employ the necessary staff to operate the program. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to RESEA activities.
2. The Contractor's staff must become familiar with state RESEA plan and policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable.

3. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
5. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
2. The Purchaser will pay all costs related to providing the services identified, consistent with the provisions of Article VIII.
3. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

To implement this program, the Contractor will provide RESEA services that are designed to meet the purposes of RESEA: The purposes of the RESEA program are:

To improve employment outcomes of Unemployment Insurance (UI) recipients and to reduce the average duration of UI receipt through employment.

To strengthen program integrity and reduce improper UI payments through detection and prevention of such payments to ineligible individuals.

t.\? To promote the alignment with the broader vision of WIOA of increased program integration and service delivery, including UI claimants; and

To establish reemployment services and eligibility assessments as an entry point for UI claimants into other workforce system partner programs.

To achieve these purposes, the state has set the following service requirements:

Claimants selected to participate in the RESEA program must complete an initial RESEA and subsequent RESEA. An initial RESEA is defined as the first meeting between staff and a UI claimant who reports to the meeting in response to an official notification of selection and required participation in RESEA services. A subsequent RESEA is defined as a follow-up meeting held after the initial RESEA.

For the initial RESEA, at a minimum, claimant must:

View an online introduction video known as Ohio's Introduction Video; Complete a UI eligibility assessment conducted on a one-on-one basis,

that includes a review of work search activities, and referral to the Office of Unemployment Insurance Operations (OUIO) processing center if a potential issue(s) is identified.

Be referred to the OUIO processing center if a potential issue(s) is identified at any time during delivery of the program (e.g., during the session, reminder call, or rescheduling).

Be provided customized labor market and career information based on an assessment of the claimant's needs, including information about in-demand occupations.

Be enrolled in the *Employment Services* program (formerly known as Wagner-Peyser).

Receive information and referral to additional reemployment services and other OhioMeansJobs center services, resources, and training, as appropriate; and

Receive an *Individual Opportunity Plan* (IOP) jointly developed by the claimant and staff that identifies the claimant's reemployment goals and determines the combination of services needed for the claimant to reach reemployment goals. The plan may include work search activities, recommendations on accessing services at the OhioMeansJobs center or through self-service tools, and/or training; and

ii" Participate in OhioMeansJobs center orientation following completion the initial RESEA and prior to completion of the subsequent RESEA.

Claimants receive the same or similar services during the initial and subsequent RESEA, except that claimant is not required to view an online introduction video as part of the subsequent RESEA.

D. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports

are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser's discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI. AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of the Reemployment Services and Eligibility Assessment (RESEA) grant (CFDA #17.225). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$80,000. All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII. ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII. BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to:

- A. Failure to meet services requirements.
- B. Failure to meet performance standards.
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX. DUPLICATE BILLING

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

X. AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month. If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

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

XI. DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

XII. WARRANTY

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

XIII. INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV. NOTICE

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

XV. AVAILABILITY AND RETENTION OF RECORDS

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

CONFIDENTIALITY

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

XVI. CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVII. COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board's policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees. The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that

date.

XVIII. RELATIONSHIP

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XIX. ASSIGNMENTS

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

XX. SUBCONTRACTS

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

XXI. INTEGRATION, MODIFICATION AND AMENDMENT

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

XXII. TERMINATION

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

XXIII. BREACH OF CONTRACT

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

XXIV. WAIVER

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

XXV. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XXVI. GOVERNING LAW AND FORUM

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

XXVII. SEVERABILITY

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

XXVIII. NON-DISCRIMINATION

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

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

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

XXIX. CHILD SUPPORT ENFORCEMENT

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

XXX. PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXI. DRUG-FREE WORKPLACE

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

XXXII. COPELAND "ANTI-KICKBACK" ACT

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

XXXIII. DAVIS-BACON ACT

The Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.XXXVCONTRACT WORK HOURS AND SAFETY STANDARD ACT
 The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI. PUBLIC RECORDS

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

XXXVII. CLEAN AIR ACT

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

XXXVII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

SIGNATURES:

DocuSigned by:

Jeffery Felton /s/

Jeffery Felton, Director

Belmont County Department of Job and Family Services
 68145 Hammond Road
 St. Clairsville, OH 43950
 (740)695-1075

J. P. Dutton /s/

J. P. Dutton, Belmont County Commissioner

Jerry Echemann /s/

Jerry Echemann, Belmont County Commissioner

Josh Meyer /s/

Josh Meyer, Belmont County Commissioner

DocuSigned by:

Michael K. McGlumphy /s/

Michael K. McGlumphy, CEO

Jefferson County Community Action Council, Inc.
 114 N. 4th Street
 Steubenville, OH 43952

DocuSigned by:

Nicole Paulette /s/

WIA-16 Workforce Development Board Chair

DocuSigned by:

Josh Meyer /s/

WIA-16 Council of Government Chair

DocuSigned by:

David Liberati /s/

Approved as to form:
 Belmont County Prosecutor

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective August 9, 2023, in the amount of \$4,500 per net leasehold acre for 1.003 acres, located in Pease Township, for a five-year term, 20% royalty. Total Payment Amount: \$4,513.50.

PAID-UP

OIL & GAS LEASE

Lease No. _____

This Lease made this 9th day of August, 2023, by and between **The Belmont County Board of Commissioners; with J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner**, whose address is **101 West Main St., St. Clairsville, Ohio 43950**, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

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

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

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

See Exhibit 'A' attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of **1.003000 Leasehold acres**, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. **August 9th, 2023** (effective date) to 11:59 P.M. **August 8th, 2028** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty within ninety (90) days from the end of the continuous twelve (12) month Shut-in period, equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

J. P. Dutton /s/

J.P. Dutton, President

Jerry Echemann /s/

Jerry Echemann, Vice-President

Josh Meyer /s/

Josh Meyer, Commissioner

APPROVED AS TO FORM:

Jacob Manning /s/ Assistant Pros. Attorney

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired about jail overcrowding and jail expansion. Mr. Dutton said, "The jail remains busy, but not at any type of level where it was a few years ago. It's not under-crowded by any stretch of the imagination, but it's not at the levels quite what it was a few years ago." He said the county had applied for state funding, but their application was not approved. Mr. Dutton added more state money may be available and the county will apply again.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:39 A.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:02 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:02 a.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there are two motions to be considered.

IN THE MATTER OF APPROVING NORRIS MITCHELL,

PART-TIME DRIVER-MEDICAL, TO CONTINUE

AUTHORIZED UNPAID PERSONAL LEAVE/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Norris Mitchell, part-time Driver - Medical at Senior Services of Belmont County, to continue authorized unpaid personal leave, not to exceed September 22, 2023.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Meyer Yes

**IN THE MATTER OF APPROVING SARA CAMPBELL,
FULL-TIME CORRECTIONAL FACILITY CLINICAL CARE
COORDINATOR TO START AUTHORIZED UNPAID FAMILY MEDICAL LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Sara Campbell, full-time Correctional Facility Clinical Care Coordinator Belmont County Jail, to start authorized unpaid Family Medical Leave, effective July 28, 2023.

Upon roll call the vote was as follows:

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

10:02: Bid Opening-Engineer’s Project 23-16 BEL-CR22-1.40 (Ferryview Road) & BEL-CR44-1.55 (Winding Hill Road) Slide Repair
Mr. Dutton noted one bid was received before the 10:00 a.m. deadline. The bid opening started at 10:02 a.m., no other bids would have been allowed if they were turned in. County Engineer Terry Lively said this is a FEMA project.

**IN THE MATTER OF BID OPENING FOR ENGINEER’S
PROJECT 23-16 BEL-CR22-1.40 & BEL CR44-1.55 SLIDE REPAIR**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 23-16 BEL-CR22-1.40 and BEL-CR44-1.55 Slide Repair; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Ohio-West Virginia Excavating PO Box 128 Powhatan Point, OH 43942	X	\$334,188.50

Engineers Estimate: \$316,000.00

Present: Belmont County Engineer Terry Lively and Dennis Palicka, Ohio-West Virginia Excavating

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s **Project 23-16 BEL-CR22-1.40 & BEL-CR44-1.55 Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

11:00 Belmont County Budget Hearing for Fiscal Year 2024-Auditor’s office

The Board of Commissioners attended the annual hearing held in the Auditor’s office.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:36 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:36 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of August, 2023.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Commissioner Josh Meyer – Absent _____

We, J. P. Dutton and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK