

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, 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. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$2,606,941.38

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Echemann, seconded by Mr. Meyer 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-P02.010 Supplies	\$2,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S57.000 Travel/Staff Dev.	\$1,105.00

S70 BELMONT COUNTY SENIOR PROGRAMS

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract Services	E-5005-S070-S01.002 Salaries	\$10,000.00
E-5005-S070-S05.011 Contract Services	E-5005-S070-S18.000 Oakview Maint.	\$10,000.00
E-5005-S070-S05.011 Contract Services	E-5005-S070-S19.000 Vehicle Repairs	\$10,000.00
E-5005-S070-S17.000 Fuel	E-5005-S070-S03.004 Workers Comp	\$5,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF A REDUCTION IN APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following reduction in appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the November 20, 2024 meeting date:

S49 MENTAL HEALTH

E-2310-S049-S49.002	Salaries	-\$35,000.00
E-2310-S049-S53.000	Contracts and Repairs	-\$3,000.00
E-2310-S049-S60.003	PERS	-\$6,000.00
E-2310-S049-S63.000	Other Expenses	-\$25,000.00
E-2310-S049-S64.005	Medicare	-\$750.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****NOVEMBER 13, 2024****

K00 M.V.G.T./ENGINEER

E-2812-K000-K12.000	Materials Road	\$50,000.00
E-2812-K000-K13.012	Equipment Road	\$380,000.00
E-2813-K000-K26.000	Materials Bridge	\$80,000.00

****NOVEMBER 20, 2024****

A00 GENERAL FUND

E-0055-A004-B18.000	Other Expenses	\$1,624.10
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O39 BOND RETIREMENT/ENGINEER

E-9218-O039-O05.050	Bond Payment	\$125,000.00
E-9218-O039-O06.051	Interest Payment	\$7,761.00

O61 SEWER BOND RETIREMENT/BCWSD

E-9261-O061-O06.050	Loan Payment	\$49,500.00
E-9261-O061-O07.051	Interest Payment	\$16,500.00

S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$100,000.00
E-0910-S033-S34.010	Supplies	\$5,000.00
E-0910-S033-S38.011	Contract Services	\$5,000.00

Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$192,493.78
E-9801-Y001-Y03.000	Township-Permissive Tax	\$71,298.50
E-9801-Y001-Y05.000	Pease Township	\$3,164.00
E-9801-Y001-Y06.000	Goshen Township	\$1,632.00
E-9801-Y001-Y07.000	Warren Township	\$2,912.00
E-9801-Y001-Y08.000	Pultney Township	\$3,512.00
E-9801-Y001-Y09.000	Flushing Township	\$684.00
E-9801-Y001-Y10.000	Colerain Township	\$1,360.50
E-9801-Y001-Y11.000	Kirkwood Township	\$187.50
E-9801-Y001-Y12.000	Mead Township	\$693.00

E-9801-Y001-Y13.000	Richland Township	\$2,286.00
E-9801-Y001-Y14.000	Smith Township	\$570.00
E-9801-Y001-Y15.000	Somerset Township	\$373.50
E-9801-Y001-Y16.000	Union Township	\$735.00
E-9801-Y001-Y17.000	Washington Township	\$217.50
E-9801-Y001-Y18.000	Wayne Township	\$265.50
E-9801-Y001-Y19.000	Wheeling Township	\$604.50
E-9801-Y001-Y20.000	York Township	\$438.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated November 20, 2024, 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. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND MISCELLANEOUS OTHER-\$1,624.10** deposited into R-0050-A000-A42.500 on various dates in 2024. *(This amount is above the 2024 estimated revenue for R-0050-A00-A42.500. These funds are from scrap metal).*

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:

COMMISSIONERS-Jerry Echemann to Cambridge, OH, on December 3, 2024, to attend the OMEGA Executive Board meeting. A county vehicle will be used for travel.

SSOBC-Flushing Senior Center employees to Cambridge, OH, on December 2, 2024, for a senior outing to Dickens Village and surrounding area. Bellaire Senior Center employees to Wheeling, WV on December 2, 2024, for a senior outing to Uncle Pete’s and Oglebay Festival of Lights. Bethesda Senior Center employees to Triadelphia, WV, on December 10, 2024, for a senior outing to The Highlands and surrounding area. Colerain and Martins Ferry Senior Center employees to Steubenville, OH, on December 10, 2024, for a senior outing to the Nutcracker Village and Naples Spaghetti House. Centerville Senior Center employees to Steubenville, OH, on December 10, 2024, for a senior outing to the Nutcracker Village and Naples Spaghetti House. St. Clairsville Senior Center employees to Moundsville, WV on December 13, 2024, for a senior outing to The Strand. Barnesville Senior Center employees to Triadelphia, WV, on December 10, 2024, for a senior outing to The Highlands and Rutenbucks. Colerain and St. Clairsville Senior Center employees to Triadelphia, WV, on December 10, 2024, for a senior outing to The Highlands and surrounding area and to Oglebay Festival of Lights. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 13, 2024.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcements:

The Belmont County Board of Commissioners is accepting applications to fill two positions on the Belmont County Board of Developmental Disabilities and one position on the Law Library Resource Board. Interested parties can contact the Commissioners’ office at [\(740\) 699-2155](tel:7406992155) to request an application. Applications will be accepted through December 6, 2024.

The following changes have been made to the board’s regular meeting schedule:

- Tuesday, November 26, 2024 at 9:00 a.m. instead of Wednesday, November 27, 2024, due to the Thanksgiving holiday.
- Tuesday, December 3, 2024 at 9:00 a.m. instead of Wednesday, December 4, 2024, due to a scheduling conflict.

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATIONS/EMA

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge receipt of the following donations to the Belmont County Emergency Management Agency for the Critical Incident Stress Management Fund:

- \$500.00 from Trudo Albert Fire Equipment
- \$500.00 from the congregation of Bethel Presbyterian Church
- \$25.00 from Eastern Ohio Amateur Wireless Association
- \$200.00 Anonymous Donation

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge receipt of a \$1,000.00 donation from Best Friends Animal Society to the Belmont County Animal Shelter to be used for vet bills.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING REVISED FORM

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the revised form to be used by Belmont County Employees as follows:

- Request for Paid Time Off

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A ONE-TIME PAYOUT TO HANNAH WARRINGTON, HUMAN RESOURCES ASSISTANT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve a one-time payout of \$2,000.00 to Hannah Warrington, Full-Time Human Resources Assistant, to be paid from the 2024 CEBCO Wellness grant administrative funds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR THE COMPUTER AIDED DISPATCHING SYSTEM AND MOBILE COMPUTER AIDED DISPATCHING SYSTEM/911

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Computer Aided Dispatching system and Mobile Computer Aided Dispatching system for Belmont County 9-1-1 Department to ID Networks, in the amount of \$1,270,398.00, based upon the recommendation of Bryan Minder, Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF TWP ROAD T-1137 UNION TWP. SEC. 12, T-8, R-5/RD IMP 1193

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of Twp. Rd T-1137 located in Union Township, Sec. 12, T-8, R-5 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1193 in accordance with Ohio Revised Code Section 5553.04.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF TWP ROAD T-1137 UNION TWP. SEC. 12, T-8, R-5/RD IMP 1193

Office of County Commissioners

Belmont County, Ohio

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice

Thereof on Public Road Petition

Rev. Code, Sec. 5553.05

RD. IMP. 1193

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 20th day of November 20, 2024 at the office of the Commissioners with the following members present:

Mr. Echemann

Mr. Meyer

Mr. Dutton

Mr. Echemann moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition by the Union Township Trusteed has been presented to this Board of County Commissioners requesting said Board dedicate Twp. Rd. T-1137 located in Union Township, Sec. 12, T-8, R-5

RESOLVED, That the 3rd day of December, 2024 at 11:15 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 11th day of December, 2024, at 11:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted November 20, 2024

Bonnie Zuzak /s/

Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating,:" "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

November 20, 2024

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1193

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of Twp Road T-1137A located in Union Twp. Sec. 12, T-8, R-5, a public road, the general route and termini of which Road are as follows:

Vacation beginning off of CR 72 Mt. Hope Rd. heading in a northerly direction going 0.100 miles to the end of TR 1133 North St. in the width of 30 ft.

Said Board of County Commissioners has fixed the 3rd day of December, 2024 at 11:15 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 11th day of December, 2024, at 11:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio
Bonnie Zuzak /s/ _____
Bonnie Zuzak, Clerk

ADV. TIMES LEADER (2) Mondays – November 25 and December 2, 2024

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE BY AND BETWEEN
THE BELMONT COUNTY COMMISSIONERS AND ASCENT RESOURCES-UTICA LLC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective November 20, 2024, in the amount of \$6,500 per net leasehold acre for 26.976400 acres, located in Pultney and Mead Township, for a five-year term, 20% royalty. Total Payment Amount: \$175,346.60.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 20th day of November, 2024, by and between The Belmont County Board of Commissioners; with Jerry Echemann as President, Josh Meyer as Vice-President, and J.P. Dutton as Member, whose address is 101 West Main St., St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and Ascent Resources - Utica, LLC an Oklahoma Limited Liability Company, whose address is P.O. Box 12678, 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 courses, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Townships of Pulasky & Mead, 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 **26.976400 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. November 20th, 2024 (effective date) to 11:59 P.M. November 19th, 2029 (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.

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

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

LESSOR:

The Belmont County Board of Commissioners

Jerry Echemann
By: Jerry Echemann, President

Josh Meyer
By: Josh Meyer, Vice-President

J.P. Dutton
By: J.P. Dutton, Member

APPROVED AS TO FORM:

McAlley, Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

LESSEE:

Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company

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

ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF BELMONT) SS:

On this, the 20th day of NOVEMBER, 2024, before me, the undersigned officer, personally appeared Jerry Echemann, as President, Josh Meyer, as Vice-President, and J.P. Dutton, as Member of The Belmont County Board of Commissioners, 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.



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

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE WORKFARE AGREEMENT WITH BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Workfare Agreement with Belmont County Department of Job & Family Services effective November 12, 2024 through November 11, 2025.

Note: The purpose of Workfare is to provide experience and training for recipients of SNAP benefits to move them to self-sufficiency through employment. Individuals will be working as an animal caretaker at the Belmont County Animal Shelter.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
WORKFARE AGREEMENT**

The purpose of Workfare is to provide experience and training for recipients of SNAP benefits to move them to self-sufficiency through employment. Belmont County Department of Job and Family Services (BCDJFS) agrees that as a condition of this agreement, there shall be no discrimination against any Work Activity participant based on race, color, national origin, disability, age, sex, and in some cases religion or political beliefs or any other factor as specified by federal and state laws regarding discrimination.

STATEMENT OF RESPONSIBILITY

FOR BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

1. Screen and refer Work Activity participants based on both the Sponsor's and the participant's needs.
2. Provide Worker's Compensation coverage to Work Activity participants.
3. Notify Sponsor and participant of any program changes that directly affect the sponsor and the participants at the site.
4. Investigate complaints from Work Activity participants and Sponsors
5. Monitor worksite semi-annually. This will be performed internally by reviewing the work orders received or by calling the site. An on-site review or a phone review may be conducted on the 6th month.
6. Renew cooperative agreement as needed.

FOR SPONSOR

1. Agree to safeguard the Work Activity participants' right to privacy. Understand that BCDJFS prohibits the use or disclosure by any party of information concerning eligible individuals for purposes not directly related with administration of BCDJFS or the Sponsor's responsibilities with respect to employment and training.
2. Agree not to utilize participants for private home assignments, such as mowing grass, cleaning, cooking, etc.
3. Prepare and submit to the BCDJFS location and descriptions of the duties of each position. Job descriptions will include work site location, skills required and work activities. Assignment will occur once the site receives approval from BCDJFS.
4. Periodically review job descriptions to ensure that the Work Activity participants are working within the scope of the descriptions and job descriptions are current.
5. Notify BCDJFS of changes in supervision, administration, and/or participant duties when they happen.

6. Ensure that the employee labor unions receive notification of the intent to become a Workfare sponsor.
7. Ensure that the establishment of the Workfare site displaces no employees and that no Work Activity participants are used during a strike, lockout, or labor dispute. **The workfare site may not replace an employee that is on layoff with a participant performing the same or substantially equivalent job duties.**
8. **No employer shall hire a participant part-time to circumvent hiring a full-time employee.**
9. Assume responsibility for providing the Work Activity participants with work rules, health and safety standards and training vital to efficient performance of the work assignment.
10. Provide qualified supervision and training to the Work Activity participants with an emphasis on building job skills, understanding the job duties and responsibilities, completing work assignments, being punctual, and maintaining acceptable work habits.
11. Participants must be supervised by one of the following: The employer, the work supervisor or a third party.
12. Provide adequate tools, equipment, and supplies
13. Ensure that Work Activity participants are not required to perform political or religious activities.
14. Prohibit Work Activity participants to operate any motor vehicle owned or operated by the sponsor without written approval from the Site Coordinator.
15. Post applicable federal and state health and safety standards and provide reasonable work conditions.
16. Schedule Work Activity participants the number of hours per month, as assigned by BCDJFS, but ensure they are not assigned more than 8 hours per day.
17. Maintain accurate written records of time and attendance of Work Activity participants.
18. Reporting of Excused Absences – Participants will be permitted to have 10 days of excused absences per 12 months but limited to no more than 2 days per month.
19. Missed hours of participation in a month may be made up by a work eligible individual within the same month. Any missed hours of participation that are not made up by the individual may be considered good cause.
20. Federal, state or any worksite designated holiday will be counted as hours worked if the participant was scheduled to work on the day of the week that the holiday falls. If the participant was not scheduled on the that day of the week, the holiday is not counted as hours worked.
21. Submit written records and/or schedule to the BCDJFS MONTHLY. These may be faxed or sent by mail. If faxed, fax to the attention of Casey – Fax # 740-695-3036.

- 22. Refer qualified Work Activity participants for employment openings, with the understanding that a stable pattern of work will support the objectives of Work Activity program and the family.
- 23. Interview qualified Work Activity participants for appropriate job openings at the work site.
- 24. In accordance with 5101:4-3-11.2, SNAP E&T providers can determine that an individual is not suited for participation and must notify the county agency within 10 days of the determination to explain the reason the individual is not an appropriate placement in the E&T program. Monitor the participant's ability to complete the duties of the position. If it has been determined that the individual's skillset is not suited for the assigned activity, the provider will notify the county agency within 10 days for the assignment to be re-evaluated.

STATEMENT OF TERMS:

The Sponsor agrees that should violation(s) with the terms of this agreement or any other applicable federal, state, or local regulations exists, Work Activity participants will not be assigned to the Sponsor until the violation(s) is corrected. If not corrected to the satisfaction of Belmont County Department of Job and Family Services, the agreement will be invalid. Amendments to this agreement are possible only with written notification, signed by both parties and submitted to the Belmont County Department of Job and Family Services. This agreement shall terminate upon written notification from either party.

DISPLACEMENT OF EMPLOYEES:

The Sponsor agrees that no participant shall be assigned to a Workfare or Community Services position when they have removed or discharged a regular employee from said position. The sponsor may not substitute a Workfare participant in place of a regular employee. The sponsor shall not hire a Workfare participant part-time to circumvent hiring a full-time employee. Workfare participants may NOT be assigned to activities which result in the displacement of other persons. Participants shall NOT perform work which has the effect of reducing the work or promotional opportunities of regular employees.

AGREEMENT PERIOD:

This agreement shall become effective on 11/12/24 and will expire on 11/12/25

[Signature]
Representative of BCDJFS

11/12/24
Date

[Signature]
Director/Owner

11/30/24
Date

[Signature]
Supervisor

11/12/24
Date

FEDERAL TAX ID:
51-3180307

Workfare Agreement (Revised 08/2024)

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE STATE OF OHIO BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES CFDA 97.047 GRANT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF PUBLIC SAFETY, OHIO EMERGENCY MANAGEMENT AGENCY, ON BEHALF OF BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the State of Ohio Building Resilient Infrastructure and Communities CFDA 97.047 Grant Agreement with the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, on behalf of Belmont County Emergency Management Agency, effective beginning September 25, 2024 and ending January 15, 2026, in the amount of \$60,000.00.

Note: The grant is a 75/25 split. The county's 25% can be an in-kind match. The grant will be used to update the Belmont County Hazard Mitigation Plan which needs done every five years.



**Department of
Public Safety**
Emergency Management Agency

ema.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Andy Wilson, Director

**STATE-LOCAL GRANT AGREEMENT
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES - CFDA 97.047
BRIC FY2023**

This Grant Agreement (the "Agreement") is made and entered into by, and between, the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, located at 2855 West Dublin-Granville Road, Columbus, Ohio 43235-2712 (herein referred to as the "Recipient"); and, the Belmont County Emergency Management Agency, Belmont County, located at 68329 Bannock Road, St. Clairsville, Ohio 43950 (herein referred to as the "Subrecipient").

This agreement will be in effect for the period beginning September 25, 2024 and ending January 15, 2026.

2. Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et. seq. ("Stafford Act") as amended, the Federal Emergency Management Agency ("FEEMA") has been authorized by Congress to make grants to states to mitigate natural disasters. The Ohio Emergency Management Agency ("Ohio EMA"), has received grant funds for that purpose.
3. The Ohio Emergency Management Agency has been designated as the Recipient to receive, administer, and disburse FEEMA mitigation funds for local government mitigation projects in areas of Ohio and to provide technical assistance with the Building Resilient Infrastructure and Communities (BRIC) grant program. The BRIC is authorized by Section 205 of the Stafford Act, Public Law 93-288. The Recipient shall monitor and evaluate the implementation of mitigation projects and control the disbursement of BRIC funds from FEEMA.
4. **The Belmont County Emergency Management Agency**, is the Subrecipient and has submitted an application, which is incorporated herein by reference, to the Recipient setting forth a list of activities (herein referred to individually as "Project"). The Recipient and FEEMA have approved the Project along with any exceptions that have been made prior to signing of this agreement. The Subrecipient agrees to complete the Project within two years of FEEMA approval, unless a time extension is granted by the Recipient.
5. Subrecipient shall participate in the development of, and shall coordinate and monitor the implementation of the local hazard mitigation measures; and shall regulate and control development within hazard areas.
6. Subrecipient has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds. The financial management system must comply with 2 Code of Federal Regulations (CFR) Part 200 and Auditor of State Bulletin 99-05.

Sima S. Merck, Executive Director
2855 West Dublin-Granville Road
Columbus, Ohio 43235-2712 U.S.A.

Ohio State of Ohio is an Equal Opportunity Employer and Provider of ADA Services.

Ohio Department of Public Safety
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7. Subrecipient hereby agrees that grant funds shall be used solely for undertaking and completing a hazard mitigation plan and that the expenditure of grant funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation, as appropriate, evidencing the actual costs incurred by the Subrecipient. Cost incurred prior to the complete execution of this Agreement are not allowable, unless specifically authorized by the Recipient. Only those costs, which are allowable as defined in 2 CFR Part 200, will be paid. All fund funds received by the Subrecipient pursuant to this Agreement shall be deposited in a separate, non-interest bearing account specifically designed for this Project or accounted for separately by the Subrecipient:
- a. This Grant Agreement in the amount of \$60,000.00 ("Funds") will serve as the contract between the Recipient, Ohio EMA and the Subrecipient for the purpose of the approved project. This grant amount represents the total Federal, State and Local share of the cost of the Project plus in-direct management cost allowance as described below.
 - b.

Total estimated cost of the mitigation project is	\$	<u>60,000.00</u>
Total BRIC FY2023 (Federal) contribution is:	\$	<u>45,000.00</u>
Total State of Ohio contribution is:	\$	<u>0.00</u>
Local contribution:	\$	<u>15,000.00</u>
 - c. Subrecipient agrees to provide the necessary local cost share as required by 2 CFR Parts 200.306 and 200.434. The funding will be available within the specified period of time for completion of the Project. Documentation of the use of the local cost share is required.
 - d. Obligations of Recipient are subject to provisions of Section 126.07 of the Ohio Revised Code.
8. Subrecipient shall return to Recipient any BRIC FY2023 funds, which are not supported by audit or other federal or state review of documentation maintained by the Subrecipient. (2 CFR Part 200-Subpart F)
9. Subrecipient shall maintain records for the period set forth in 2 CFR Part 200.333 and shall give access to said records in accordance with 2 CFR Part 200.336.
10. Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards applicable to this Project.
11. Subrecipient shall comply with 2 CFR Part 200.318 in all procurements, including the contract provisions found in 2 CFR Parts 200.319 thru 200.326. In particular,
- a. Subrecipient shall comply, as applicable, with provisions of federal laws and regulations pertaining to labor standards, and the State of Ohio Prevailing Wages laws and regulations.
 - b. Subrecipient shall not enter into any contract with any party which is debarred or suspended from participating in federal assistance programs, or is otherwise ineligible pursuant to R.O. 12549, Debarment and Suspension, as implemented at 44 CFR Part 67.
12. Subrecipient has read, understands, and shall comply with the State of Ohio Audit Requirements/Compliance Standards (attached), and 2 CFR Part 200 Subpart F – Audit Requirements.

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13. Subrecipient shall submit to the Recipient quarterly progress reports (QPR), due the 15th day of the month following the end of the quarter on the following schedule:
 - a.

January – March	Due April 15
April – June	Due July 15
July – September	Due October 15
October – December	Due January 15
 - b. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Recipient.
14. Obligations are to be met by the Subrecipient for the payment of grant funds.
 - a) Upon receipt of a fully executed Agreement, Notice of Award, Notice of Authorized Agent, Internal Revenue Service Form W-9 and a list of all persons participating as Core Group members with their associated agency or company the Recipient shall advance 10% of the Federal share of the total project cost to Subrecipient to start the Project.
 - b) Upon receipt of a completed hazard identification, risk assessment, hazard profile and analysis, loss estimate, problem identification, established goals and action plans, analysis, which is accepted by the Mitigation Branch of the Ohio EMA and which has been forwarded to the FEMA Region V, the Subrecipient shall be entitled to reimbursement of 40% of the Federal share of the total project cost. Payment shall be issued as reimbursement for actual expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.
 - c) Upon receipt of a draft hazard mitigation plan which has incorporated all reviewer comments on the document previously provided, which is accepted by the Mitigation Branch of the Ohio EMA and which has been forwarded to the FEMA Region V, Subrecipient shall be entitled to reimbursement of 25% of the Federal share of the total project cost. Payment shall be issued as reimbursement for actual expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.
 - d) Upon receipt of a final and adopted hazard mitigation plan, which has incorporated all reviewer comments on the documents previously provided and which is accepted by the Mitigation Branch of the Ohio EMA the Mitigation Branch will forward the final plan to the FEMA for approval. Upon FEMA approval, the Subrecipient, or their designee, must update the State of Ohio Mitigation Web Portal (Mitigation Information Portal, herein referred to as "MIP") with all relevant information from the new or updated local hazard mitigation plan.

The Subrecipient shall be entitled to reimbursement of the final 25% of the Federal share of the total project cost after the plan is approved by FEMA and MIP has been updated with pertinent information from the updated plan. Payment shall be issued as reimbursement for actual expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.

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15. Noncompliance (2 CFR PART 200.338)

- a. If the Subrecipient fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - 1) Temporarily withhold cash payments pending correction of the deficiency;
 - 2) Disallow all or part of the cost of the activity or action not in compliance;
 - 3) Wholly or partly suspend or terminate the current award for the program;
 - 4) Withhold further awards for the program;
 - 5) Take other remedies that may be legally available.
- b. In taking an action to remedy noncompliance, the awarding agency and/or the Recipient will provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient or Subrecipient is entitled under any statute or regulation applicable to the action involved.
- c. Costs resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - 1) The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
 - 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

16. CLOSE-OUT (2 CFR PART 200.343)

- a. Subrecipient will notify the Recipient as soon as the Project has been completed, and will provide a Final Progress Report and financial report within 30 days. Recipient will conduct a final site visit within 30 days of receiving the final progress report and financial report, and provide the Subrecipient with their findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
- b. Subrecipient will immediately refund any balance of un-obligated cash advanced that is not authorized to be retained for use on other grants.
- c. The closeout of the grant does not affect the right of the awarding agency to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in 2 CFR Part 200.333, property management requirements in Parts 200.311 and 200.312, and audit requirements in Part 200 Subpart F-Audit Requirements.
- d. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

17. AUDIT REQUIREMENTS (2 CFR 200 Subpart F)

In accordance with the Single Audit Act of 1984 as amended, and 2 CFR 200, the following procedures will assure compliance with those standards in the administration of the BRIC to eligible Sub-recipients.

- a. The Ohio EMA Executive Director will provide the Auditor of State a listing of all State agencies and local governments which have been approved to receive Federal funds under the BRIC. This will serve as notice to State field examiners to inquire about the funds at the time of the respective Subrecipients single audit, ensuring at a minimum, the inclusion of those funds in the Audit Report's "Schedule of Federal Financial Assistance".
- b. The Sub-recipient has the obligation to comply with all applicable rules and regulations of the BRIC, to include 2 CFR 200. If the applicant desire copies of 2 CFR 200 they are available from the County and/or State Auditor's Office.
- c. The Single Audit Act of 1984 as amended requires local governments, state agencies/departments, and private non-profit organizations expending a total of \$750,000.00 or more in federal financial assistance in any fiscal year to have a single audit performed.

Those local governments, state agencies/departments, or private non-profit organizations expending less than \$750,000.00 in federal financial assistance must supply Recipient with a letter from a clerk/treasurer, for each fiscal year BRIC funds are received, certifying that status.

- d. Audit reports must be sent to the Recipient by the Sub-recipients within one (1) month of Audit Report publication. Failure to do so, without reasonable justification, could result in suspension of any further advances of funds or final reimbursement by the Recipient under the BRIC.
- e. If during any single audit the Sub-recipient has been informed of non-compliance findings regarding this program, the Sub-recipient shall verbally notify the Recipient immediately and prior to publication of the Audit Report.
- f. The Sub-recipients will correct the finding(s) within thirty (30) days of written notification of non-compliance, if not sooner, and notify the Recipient in writing of the actions taken.
- g. Findings against the Sub-recipient remaining uncorrected by the Sub recipient will be deducted from the applicant's final reimbursement by the Recipient in the amount of funds questioned in the Audit Report. If the Recipient has already dispersed final settlement, and a subsequent audit report identifies non-compliance by the Sub-recipient, collection proceedings will be initiated by the Recipient against the Sub-recipient in the amount of the questioned costs.
- h. Throughout the lifetime of the BRIC grant program, it is the responsibility of the Sub-recipient to inform the State (or private) examiner of their participation in this program at the time of their respective single audits.
- i. The Recipient will receive a listing from the State Auditor's Office of any regular or single audits completed for each Subrecipients jurisdiction/organization. The audits will not be forwarded to the Recipient, this is an administrative requirement for each Sub-recipient to complete.

Ohio Department of Public Safety
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- j. The Recipient will review each audit report received to assure that:
 1. If applicable, the grant(s) received that fiscal year are included in the "Schedule for Federal Financial Assistance" portion of the Audit Report, and that the report properly addresses the BRIC, as required under the Single Audit Act and appropriate OMB guidance;
 2. Any of the program activities, which may have been tested by the State Examiner are in compliance with all regulations pertaining to the BRIC and single audit requirements;
 3. Audit findings against the Sub-recipient pertaining to this grant will be rectified within thirty (30) days of receipt of the Audit Report by the Sub-recipient, either with guidance from, or, established by the State.
- k. From the onset of application approval, the Recipient will work closely with the Sub-recipient to include site mid-program reviews and inspections of completed, approved projects.

STATE OF OHIO
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES - CFDA 97.047
GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year set forth below:

SUBRECIPIENT – Belmont County Emergency Management Agency, Belmont County

Jeray Echemann

11/20/24
Date

APDA

11/20/24
Date

[Signature]

11/20/24
Date

RECIPIENT

Sima S. Merick, Executive Director
Ohio Emergency Management Agency

Date

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Meyer Yes

Mr. Dutton Yes

**IN THE MATTER OF ADOPTING THE RESOLUTION DESIGNATING
EMA DIRECTOR DAVE IVAN TO FILE THE APPLICATION IN THE
APPROPRIATE STATE OFFICE FOR THE PURPOSE OF OBTAINING
FEDERAL FINANCIAL ASSISTANCE FOR THE STATE OF OHIO BUILDING
RESILIENT INFRASTRUCTURE AND COMMUNITIES CFDA 97.047 GRANT AGREEMENT.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the resolution designating EMA Director Dave Ivan to file the application in the appropriate State Office for the purpose of obtaining Federal financial assistance for the State of Ohio Building Resilient Infrastructure and Communities CFDA 97.047 Grant Agreement.

DESIGNATION OF APPLICANT'S AGENT

RESOLUTION

BE IT RESOLVED BY Board of Commissioners OF Belmont County
(Governing Body) (Public Entity)

THAT Dave Ivan, Belmont County EMA Director
(Name of Incumbent) (Official Position)

is hereby authorized to execute for and in behalf of Belmont County,

a public entity established under the laws of the State of Ohio

this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 23rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT Belmont County, a public entity established under the laws of the State of Ohio, hereby authorized its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements as listed in the Grant Agreement.

Passed and approved this 20th day of November, 2024.

Jerry Echemann
Jerry Echemann, President
Josh Meyer
Josh Meyer, Vice President
J. P. Dutton
J. P. Dutton

CERTIFICATION

I, Bonnie Zuzak, duly appointed and Clerk of
(Title)

The Belmont County Board of Commissioners, do hereby certify that the above is a true and correct copy of

a resolution passed and approved by the Board of Commissioners of Belmont County
(Governing Body) (Public Entity)

on the 20th day of November, 2024.

Date: 11/20/24

Clerk
(Official Position)

Bonnie Zuzak
(Signature)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
LISA KAZMIRSKI, EXECUTIVE DIRECTOR FOR SENIOR SERVICES**

OF BELMONT COUNTY, TO FILE APPLICATION(S) WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR GRANTS THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION AND THE STATE OF OHIO, ON BEHALF OF BELMONT COUNTY COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the resolution authorizing Lisa Kazmirski, Executive Director for Senior Services of Belmont County, to file application(s) with the Ohio Department of Transportation for grants through the US DOT Federal Transit Administration and the State of Ohio, on behalf of Belmont County Commissioners dba Senior Services of Belmont County.

A resolution authorizing the filing of (an) application(s) with the Ohio Department of Transportation by Lisa Kazmirski, Executive Director for grants through the US DOT Federal Transit Administration (FTA) and the State of Ohio, as authorized under Federal Transit Laws and State of Ohio laws executing a contract with the Ohio Department of Transportation upon project approval.

WHEREAS, the Director of the Ohio Department of Transportation is authorized to make grants for the US DOT Federal Transit Administration (FTA) funds and the State of Ohio;

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program if applicable;

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

NOW, THEREFORE, BE IT RESOLVED BY Belmont County Commissioners

1. That Lisa Kazmirski, Executive Director is authorized on behalf of Belmont County Commissioners dba Senior Services of Belmont County to execute and file:
 - i. Proposals to aid in the financing of capital, operating, and planning assistance projects;
 - ii. Grant agreements with the Ohio Department of Transportation for aid in the financing of capital, operating, and planning assistance projects;
 - iii. An assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964; and
 - iv. Set forth affirmative disadvantage business policies in connection to any procurement made as part of the project.
2. That Lisa Kazmirski, Executive Director is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the proposal for the program of projects submitted to the Federal Transit Administration and the State of Ohio.

Mr. Echemann made the motion, seconded by Mr. Meyer to approve the foregoing resolution. Upon roll call the vote was as follows:

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

Adopted this 20th day of November 2024.

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of November 20, 2024, as recorded in volume 109 of the Belmont County Commissioners' Journal.


Bonnie Zuzak, Clerk

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUOTE FROM NATIONAL EQUIPMENT OF WHEELING/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from National Equipment of Wheeling, in the amount of \$27,081.00, for one Blast Chiller Freezer, for Senior Services of Belmont County.

Upon roll call the vote was as follows:

Mr. Echemann Yes

Mr. Meyer Yes
Mr. Dutton Yes

IN THE MATTER OF APPROVING THE QUOTE FROM FACTORY PURE/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from Factory Pure for one stainless steel dog grooming tub, in the amount of \$1,249.00, for the Belmont County Animal Shelter
Note: BWC grant 75%, Local share 25%.

Upon roll call the vote was as follows:

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

IN THE MATTER OF QUARTERLY TOURISM REPORT

Ms. Pugh said it has been a busy summer and fall. It was the 175th Belmont County Fair and the 60th Barnesville Pumpkin Festival. Both events were well attended. There has been a 10% increase in the impact of Tourism in Belmont County from 2021 to 2023. Tourism generates \$170 million in direct visitor spending. The total tax burden relief per household in Belmont County is \$716.00. This economy accounts for approximately 2,500 jobs.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:07 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Hannah Warrington, HR Administrative Assistant, 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. Echemann Yes
Mr. Meyer Yes
Mr. Dutton Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:45 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:45 a.m.
Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is one motion to be considered.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF MARIO DEFELICE, FULL-TIME EQUIPMENT OPERATER/WATER & SEWER

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Mario DeFelice, full-time Equipment Operator at Belmont County Water and Sewer District, effective November 22, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:47 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:47 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of November, 2024.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Commissioner Meyer – Absent

We, Jerry Echemann 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.

Jerry Echemann /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK