St. Clairsville, Ohio June 24, 2026

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

IN THE TOTAL AMOUNT OF $1,612,725.41

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

2370-DISTRICT DETENTION HOME

FROM	**TO**	**AMOUNT**
2370-370-32-510101 Salary Employees	2370-370-32-525001 Contract Services	$20,000.00

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

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

HR DEPARTMENT-Erin McVay to Huron, OH, on June 26, 2026, to attend the CLCCA summer meeting. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 17, 2026.

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

Mr. Echemann made the following announcement:

The Belmont County Board of Commissioners is accepting applications to fill four positions on the **Belmont County Port Authority Board of Directors.** Interested parties may contact the Commissioners' office at (740-699-2155) to request an application. Applications will be accepted through July 17, 2026.

IN THE MATTER OF HIRING JORDEN MAULDEN,
FULL-TIME CHILDREN SERVICES CASE MANAGER/DJFS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Jorden Maulden, full-time Children Services Case Manager at Belmont County Department of Job and Family Services, effective June 29, 2026.

Note: This is a replacement position.

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

IN THE MATTER OF APPROVING QUOTE NUMBER 10155 FROM
DIGITAL DATA COMMUNICATIONS/HR DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Quote Number 10155 from Digital Data Communications, Inc., in the amount of $1,766.94, for one Lenovo ThinkPad and AC Adapter for the Belmont County Human Resources Department.

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

IN THE MATTER OF APPROVING QUOTE NUMBER 10156 FROM
DIGITAL DATA COMMUNICATIONS/COURTHOUSE

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Quote Number 10156 from Digital Data Communications, Inc., in the amount of $12,601.63, for one Lenovo ST250 Server Processor, one APC Smart-UPS line and one StarTech adjustable shelf for the Belmont County Courthouse.

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

IN THE MATTER OF APPROVING QUOTE AND EQUIPMENT MAINTENANCE CONTRACT
PROPOSAL FROM LEIDOS SECURITY DETECTION & AUTOMATION, INC./COURTHOUSE X-RAY SCANNER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the quote and sign the Standard Schedule Equipment Maintenance Contract Proposal, Quote No. Q-25642, from Leidos Security Detection & Automation, Inc. in the amount of $9,500.00, for the annual preventive maintenance of the x-ray scanner at the Belmont County Courthouse, for the period of July 1, 2026 through June 30, 2027.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 15 (THROUGH 5/31/2026) FROM GRAE-CON CONSTRUCTION, INC/HEALTH AND RECORDS BUILDING PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Pay Application Number 15 (through 5/31/2026) from Grae-Con Construction, Inc., in the amount of $804,314.06 for the Belmont County Health and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 13 (THROUGH 6/30/2026) FROM BORDER PATROL, LLC/EASTSIDE LIFT STATION PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Pay Request Number 13 (through 6/30/2026) from Border Patrol, LLC, in the amount of $155,468.60, for the Eastside Lift Station Project, based upon the recommendation of Belmont County Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE SOFTWARE LICENSE AGREEMENT WITH DONALD R. FREY & COMPNAY, ON BEHALF OF BELMONT COUNTY WATER & SEWER DISTRICT FOR SOFTWARE SYSTEM

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and enter into a Software License Agreement with Donald R. Frey & Company, on behalf of Belmont County Water & Sewer District, for a software system, in the initial cost of $62,640.25, to be paid from the District Water Capital Improvement Fund, based upon the recommendation of District Director Kelly Porter.

Note: An annual cost of $31,268.36 will be paid for from the District Water Revenue Fund.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE CONTRACT AND NOTICE TO PROCEED FOR THE BELMONT COUNTY WATER & SEWER DISTRICT BLAINE BOOSTER PUMP AND WATERLINE REPLACEMENT PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Contract and Notice to Proceed for the Belmont County Water and Sewer District Blaine Booster Pump and Waterline Replacement Project with the following, based upon the recommendation of Jeff Vaughn, Project Engineer:

- Blaine, Summitt & Sand Hill Water Mains-The James White Construction Company, in the amount of $1,025,168.00.
- Furnishing Blaine Pre-Engineered Pumping Station-The Henry P. Thompson Company, in the amount of $183,616.00.

AGREEMENT

This Agreement is dated as of the 24 day of June in the year 2026, by and between the **Belmont County Commission** hereinafter called Owner, and The James White Construction company hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Blaine, Summit, & Sand Hill Water Mains

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, 154 South Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions and the Notice to Proceed.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One thousand dollars ($1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

One million twenty-five thousand one hundred sixty-eight dollars and zero cents
Written

$1,025,168.00
Numeric

ARTICLE 5 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

5.1 Progress Payments. OWNER shall make progress payments on account of the CONTRACT PRICE on the basis of CONTRACTOR'S APPLICATIONS FOR PAYMENT as recommended by ENGINEER, as provided below. All progress payments will be on the basis of the progress of the work measured by the unit prices provided for in Paragraph 14.01 of the GENERAL CONDITIONS.

5.1.1 Prior to Fifty Percent (50%) Completion, progress payments will be in an amount equal to: 92% of the work completed and materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.

5.1.2 Upon Fifty Percent (50%) Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the CONTRACT PRICE, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02 of the GENERAL CONDITIONS.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the GENERAL CONDITIONS, OWNER shall pay the remainder of the CONTRACT PRICE as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

7.1 Advertisement for Bids

7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.

7.3 Ohio Guaranty Bonds, identified as exhibit 00305.

7.4 Notice of Award.

7.5 Notice to Proceed.

7.6 General Conditions, pages 1 to 64, inclusive.

7.7 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.

7.8 Specifications bearing the title:

Belmont County Water & Sewer District
Blaine Booster Station & Water Main, Summit, & Sand Hill Water Main

7.9 Drawings, consisting of sheets numbered A-F, 1-11, SD-1 thru SD-5 inclusive with each sheet bearing the following general title:

Belmont County Water & Sewer District
Blaine, Summit Avenue Water Main, Sand Hill Water Mains

7.10 Addenda Numbers 1 inclusive.

7.11 Contractor's Bid.

7.12 Documentation submitted by Contractor prior to Notice of Award, pages ____________ to ___________, inclusive.

7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 - MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Owner and Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

***** REMAINDER OF SHEET IS INTENTIONALLY BLANK *****

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on June 24, 2026.

OWNER: Belmont County Commission

BY: Jerry Echemann
Vince Gianangeli
[illegible]

ATTEST: Bonnie Zuzak

CONTRACTOR: The James White Construction Co.

BY: Michael Gianni
Michael Gianni, President

ATTEST: Donald Gianni, Jr.
Donald Gianni, Jr., Corp Secretary

Address for giving notices:

Address for giving notices:
4156 Freedom Way
Weirton, WV 26062

Telephone No. 304-748-8181

FAX No. 304-748-8183

NOTICE TO PROCEED

To: The James White Construction Company Date: June 24, 2026

4156 Freedom Way Project: **Blaine, Summit, & Sand Hill Water Mains**

Weirton, WV 26062

You are hereby notified to commence work in accordance with the Agreement dated June 24, 2026 on or before July 6, 2026 and you are to complete the Work within **365 consecutive calendar days** thereafter. The date of completion of all Work is therefore July 6, 2027.

Belmont County Commission
Owner

By: Jerry Echemann
Vince Gianangeli
[illegible]

Acceptance of Notice

Receipt of the above Notice to Proceed
is hereby acknowledged by

____

This the _______ day of _______________, ________.

By: _______________________________________

Title: _______________________________________

AGREEMENT

This Agreement is dated as of the 24 day of June in the year 2026, by and between the **Belmont County Commission** hereinafter called Owner, and The Henry P. Thompson Company hereinafter called Supplier.

Owner and Supplier, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Supplier shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Furnishing Blaine Pre-Engineered Pumping Station

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, 154 South Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 The work will be fully completed and ready for final payment in accordance with the Notice to Proceed.

3.2 Liquidated Damages. Owner and Supplier recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Supplier agree that as liquidated damages for delay (but not as a penalty) Supplier shall pay Owner One thousand dollars ($1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

4.1 Owner shall pay Supplier for performance of the work in accordance with the Contract Documents in current funds as follows:

One hundred eighty-three thousand six hundred sixteen dollars and zero cents
Written

$183,616.00
Numeric

ARTICLE 5 - PAYMENT PROCEDURES

Supplier shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

5.1 Progress Payments. OWNER shall make progress payments on account of the CONTRACT PRICE on the basis of SUPPLIER'S APPLICATIONS FOR PAYMENT as recommended by ENGINEER, as provided below. All progress payments will be on the basis of the progress of the work measured by percentage of the lump sum price provided.

5.1.1 Prior to Fifty Percent (50%) Completion, progress payments will be in an amount equal to: 92% of the work completed and materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.

5.1.2 Upon Fifty Percent (50%) Completion, OWNER shall pay an amount sufficient to increase total payments to SUPPLIER to 96% of the CONTRACT PRICE, less such amounts as ENGINEER shall determine.

5.2 Final Payment. Upon final completion and acceptance of the work, OWNER shall pay the remainder of the CONTRACT PRICE as recommended by ENGINEER.

ARTICLE 6 - SUPPLIER'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Supplier makes the following representations:

6.1 Supplier has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

6.2 Supplier has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications.

6.3 Supplier has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

6.4 Supplier has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Supplier.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Supplier are attached to this Agreement, made a part hereof and consists of the following:

7.1 Advertisement for Bids

7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.

7.3 Notice of Award.

7.4 Notice to Proceed.

7.7 Specifications bearing the title:

Belmont County Water & Sewer District
Furnishing Blaine Pre-Engineered Pumping Station

7.8 Addenda Numbers n/a, inclusive.

7.9 Supplier's Bid.

7.10 Documentation submitted by Supplier prior to Notice of Award, pages as submitted to __________, inclusive.

7.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a modification as approved by the Engineer.

ARTICLE 8 - MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions – **Not Applicable.**

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Owner and Supplier each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

***** REMAINDER OF SHEET IS INTENTIONALLY BLANK *****

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Supplier or by Engineer on their behalf.

This Agreement will be effective on June 24, 2026.

OWNER: Belmont County Commission

BY: Jerry Echemann
Vince Gianangeli
[illegible]

ATTEST: Bonnie Zuzak

Address for giving notices:

SUPPLIER: The Henry P Thompson Company

BY: Samantha Billstone
Samantha Billstone

ATTEST: Rebekah Baumlein
[illegible]

Address for giving notices:
1040 Techne Center Drive.
Milford, OH 45150

Telephone No. 513-248-3200
FAX No. n/a

NOTICE TO PROCEED

To: The Henry P. Thompson Company Date: June 24, 2026

1046 Techne Center Drive Project: Furnishing Blaine Pre-Engineered

Milford, OH 45150 Pumping Station

You are hereby notified to commence work in accordance with the Agreement dated June 24, 2026 on or before July 6, 2026 and you are to complete the Work within **365 consecutive calendar days** thereafter. The date of completion of all Work is therefore July 6, 2027.

Belmont County Commission
Owner

By: Jerry Echemann
Vince Gianangeli
[signature]

Acceptance of Notice

Receipt of the above Notice to Proceed
is hereby acknowledged by

____

This the ______ day of ______________, _______.

By: _________________________________

Title: ________________________________

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO AN OIL AND GAL LEASE BY AND BETWEEN

BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3, BY AND THROUGH THE BELMONT COUNTY BOARD OF COMMISSIONERS AND ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into an Oil and Gas Lease by and between Belmont Sanitary Sewer District No. 3 of Belmont County, by and through the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective June 24, 2026, in the amount of $7,500.00 per net leasehold acre for 0.2712 acres located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: $2,034.00.

PAID-UP
OIL & GAS LEASE

Lease No. ____________________

This Lease made this **24th** day of **June, 2026**, by and between: **The Belmont County Sanitary Sewer District No. 3, Belmont County, Ohio aka Belmont County Sanitary Sewer District Number 3, by and through the Belmont County Board of Commissioners, by Jerry Echemann, as President, Vince Gianangeli, as Vice-President, and J.P. Dutton, as Commissioner,** whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

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

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

DESCRIPTION. The Leasehold is located in the Township of **Richland**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:
Township: 5; Range: 3; Section: 35: Tax Parcel No.: 32-60019.000, Containing 0.230 acres
Township: 5; Range: 3; Section: 35: Tax Parcel No.: 32-00857.001, Containing 0.0412 acres

See Exhibit "B" attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of 0.2712 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. **June 24, 2026** (effective date) to 11:59 P.M. **June 23, 2031** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>TITLE AND INTERESTS.</u> 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.

<u>LEASE DEVELOPMENT.</u> 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.

<u>COVENANTS.</u> 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.

<u>RIGHT OF FIRST REFUSAL.</u> 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.

<u>ARBITRATION.</u> 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.

<u>ENTIRE CONTRACT.</u> 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.

<u>TITLE CURATIVE.</u> 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.

<u>SURRENDER.</u> 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.

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

<u>FORCE MAJEURE.</u> 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 Exhibit "A", may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

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

LESSOR:

LESSEE:

LESSOR:
The Belmont County Sanitary Sewer District No. 3, Belmont County, Ohio aka Belmont County Sanitary Sewer District Number 3, by and through the Belmont County Board of Commissioners

Jerry Echemann
By: Jerry Echemann, President

Vince Gianangeli
By: Vince Gianangeli, Vice-President

By: J.P. Dutton, Commissioner

LESSEE:
Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company

By: Kacie Booher, Attorney-in-Fact

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE BETWEEN THE

BELMONT COUNTY COMMISSIONERS AND ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective June 24, 2026, in the amount of $7,500 per net leasehold acre for 9.9214 acres, located in Pultney Township, for a five-year term, 20% royalty. Total Payment Amount: $74,410.50.

PAID-UP
OIL & GAS LEASE Lease No. ______________________

This Lease made this **24th** day of **June, 2026**, by and between: **Belmont County Board of Commissioners aka Board of Commissioners, Belmont County, Ohio aka Board of Commissioners of Belmont County aka Belmont County, Ohio aka Belmont County, by Jerry Echemann as President, Vince Gianangeli as Vice-President, and J.P. Dutton as Commissioner,** whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113,** hereinafter called "Lessee."

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

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

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

Township: 5; Range: 3; Section: 35: Tax Parcel No.: 26-01932.001, Containing 0.722 acres
Township: 5; Range: 3; Section: 35: Tax Parcel No.: Unknown (Includes all portions of Ohio Riverview Road, Big Pine Way and New Cut Road aka CR #46 in the Plat of Ohio Riverview Estates, Cabinet E, Slide 351), Containing 4.815 acres
Township: 5; Range: 3; Section: 35: Tax Parcel No.: Unknown (Includes all portions of Sheryl Avenue in the Plat of Sunrise Hill-Fifth Addition, Cabinet E, Slide 248), Containing 1.555 acres
Township: 5; Range: 3; Section: 35: Tax Parcel No.: Unknown (Includes all portions of Winding Hill Road aka CR #44 and Dana Avenue in the Plat of Sunrise Hill, Cabinet C, Slide 242), Containing 0.176 acres
Township: 5; Range: 3; Section: 35: Tax Parcel No.: Unknown (Includes all portions of Sheryl Avenue aka T-1622 in the Plat of Sunrise Hill - Sixth Addition, Cabinet E, Slide 292), Containing 1.517 acres
Township: 2; Range: 2; Section: 29: Tax Parcel No.: Unknown (Includes all portions of Jeff Lane in the Plat of Sunrise Hill - Third Addition, Cabinet D, Slide 365), Containing 0.367 acres
Township: 2; Range: 2; Section: 29: Tax Parcel No.: Unknown (Includes all portions of Jeff Lane in the Plat of Sunrise Hill - Fourth Addition, Cabinet E, Slide 124), Containing 0.7688 acres

See Exhibit "B" attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of **9.9214** 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. **June 24, 2026** (effective date) to 11:59 P.M. **June 23, 2031** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:
Belmont County Board of Commissioners aka Board of Commissioners, Belmont County, Ohio aka Board of Commissioners of Belmont County aka Belmont County, Ohio aka Belmont County

Jerry Echemann
By: Jerry Echemann, President

Vince Gianangeli
By: Vince Gianangeli, Vice-President

By: J.P. Dutton, Commissioner

LESSEE:
Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company

By: Kacie Booher, Attorney-in-Fact

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO A RENEWAL OF A VENDOR AGREEMENT,
ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/TITLE XIX (19)

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into a renewal of a Vendor Agreement on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2026 through June 30, 2027, as follows:

VENDOR	**MAXIMUM BILLABLE AMOUNT**
Hissom's Service Center, LLC	$12,000.00
Marathon Gas, dba D&D Fast Foods	$12,000.00
NSB/2 Partners, LLC	$12,000.00
Zeake's Sunoco & Sun Shop Exxon	$12,000.00

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide **gasoline** is made and entered into on the **24th** day of **June 2026** by and between **the Belmont County Department of Job and Family Service**s, hereinafter referred to as Department, and **Hissom's Service Center, LLC, a provider of Title XIX Services**, hereinafter referred to as Provider. This agreement will be effective from **July 1, 2026, through June 30, 2027,** inclusive, unless otherwise terminated.

GENERAL REGULATIONS

A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

B. The Provider understands that this written agreement supersedes all oral agreements.

C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.

D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all people served under this agreement.

E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.

F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department on seven (7) days' written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.

H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider **actual cost per gallon** up to authorized maximum amount for non-emergency medical transportation.

The maximum amount billable under this agreement is **$12,000.00**

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.
This agreement was signed on the 24th day of June 2026.

Jeffery L. Felton /s/ — 6-11-26
Jeffery L. Felton, Director — Date
Belmont County Department of Job and Family Services

Jim Jones /s/ — 6-12-26
Jim Jones — Date
Hissom's Service Center
827 East Main Street
Barnesville OH 43713
Hissomsservicecenter@gmail.com

J. P. Dutton /s/ — 6-24-26
J. P. Dutton — Date
Belmont County Commissioner

Jerry Echemann /s/ — 6-24-26
Jerry Echemann — Date
Belmont County Commissioner

Vince Gianangeli /s/ — 6-24-26
Vince Gianangeli — Date
Belmont County Commissioner

Approved as to form:
T.J. Schultz /s/ — 6/24/26
T.J. Schultz, Assistant Prosecutor — Date
Belmont County Prosecutor's Office

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide **gasoline** is made and entered into on the **24th** day of **June 2026** by and between **the Belmont County Department of Job and Family Service**s, hereinafter referred to as Department, and **Marathon Gas dba D & D Fast Foods, a provider of Title XIX Services,** hereinafter referred to as Provider. This agreement will be effective from **July 1, 2026, through June 30, 2027,** inclusive, unless otherwise terminated.

GENERAL REGULATIONS

A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
B. The Provider understands that this written agreement supersedes all oral agreements.
C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all people served under this agreement.
E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
G. This agreement may be terminated by the Provider or the Department on seven (7) days' written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider **actual cost per gallon** up to authorized maximum amount for non-emergency medical transportation.
The maximum amount billable under this agreement is **$12,000.00**
The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service
I hereby understand and agree to the terms of this agreement.
This agreement was signed on the 24th day of June 2026.

Jeffery L. Felton, Director_ *Jeffery L. Felton /s/*_____ Date 6/11/2026
Belmont County Department of Job and Family Services
Tina Williams_ *Tina Williams /s/*_____ Date 6/11/2026
D&D Fast Foods, Inc.
2998 Belmont Street
Bellaire OH 43906
KellyTina2423@aol.com
J. P. Dutton_ *J. P. Dutton /s/*_____ Date 6/24/2026
Belmont County Commissioner
Jerry Echemann_ *Jerry Echemann /s/*_____ Date 6/24/2026
Belmont County Commissioner
Vince Gianangeli_ *Vince Gianangeli /s/*_____ Date 6/24/2026
Belmont County Commissioner
Approved as to form:
T.J. Schultz,
Assistant Prosecutor_ *T.J. Schultz /s/*_____ Date 6/24/2026
Belmont County Prosecutor's Office

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide **gasoline** is made and entered into on the **24th** day of **June 2026** by and between **the Belmont County Department of Job and Family Service**s, hereinafter referred to as Department, and **NSB/2 Partners, LLC**, hereinafter referred to as Provider **and provider of Title XIX Services**. This agreement will be effective from **July 1, 2026, through June 30, 2027,** inclusive, unless otherwise terminated.

A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
B. The Provider understands that this written agreement supersedes all oral agreements.
C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all people served under this agreement.
E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
G. This agreement may be terminated by the Provider or the Department on seven (7) days' written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.

I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider **actual cost per gallon** up to authorized maximum amount for non-emergency medical transportation.

The maximum amount billable under this agreement is **$12,000.00**

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. I hereby understand and agree to the terms of this agreement

This agreement was signed on the 24th day of June 2026.

Jeffery L. Felton, Director _Jeffery L. Felton /s/_ Date 6/16/2026
Belmont County Department of Job and Family Services
Gurinderjit Sosandhu, Owner _Gurinderjit Sosandhu /s/_ Date 6/15/2026
NSB/2 Partners
45820 National Road
St. Clairsville OH 43950
J. P. Dutton _J. P. Dutton /s/_ Date 6/24/2026
Belmont County Commissioner
Jerry Echemann _Jerry Echemann /s/_ Date 6/24/2026
Belmont County Commissioner
Vince Gianangeli _Vince Gianangeli /s/_ Date 6/24/2026
Belmont County Commissioner
Approved as to form:
T.J. Schultz,
Assistant Prosecutor _T.J. Schultz /s/_ Date 6/24/2026
Belmont County Prosecutor's Office

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide **gasoline** is made and entered into on the **24th** day of **June 2026** by and between **the Belmont County Department of Job and Family Services**, hereinafter referred to as Department, and **Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services**, hereinafter referred to as Provider. This agreement will be effective from **July 1, 2026, through June 30, 2027,** inclusive, unless otherwise terminated.

A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

B. The Provider understands that this written agreement supersedes all oral agreements.

C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.

D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all people served under this agreement.

E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.

F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.

G. This agreement may be terminated by the Provider or the Department on seven (7) days' written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.

I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider **actual cost per gallon** up to authorized maximum amount for non-emergency medical transportation.

The maximum amount billable under this agreement is **$12,000.00**

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. I hereby understand and agree to the terms of this agreement

This agreement was signed on the 24th day of June 2026.

Jeffery L. Felton, Director _Jeffery L. Felton /s/_ Date 6/11/2026
Belmont County Department of Job and Family Services
Anthony Zeakes, Owner _Anthony Zeakes /s/_ Date 6/12/2026
Sun Shop Exxon and Zeakes' Sunoco

1002 N. Lincoln Avenue
Bridgeport OH 43912
Zoe02@comcast.net

J. P. Dutton_ *J. P. Dutton /s/* ______ Date _6/24/2026_
Belmont County Commissioner
Jerry Echemann_ *Jerry Echemann /s/* ______ Date _6/24/2026_
Belmont County Commissioner
Vince Gianangeli_ *Vince Gianangeli /s/* ______ Date _6/24/2026_
Belmont County Commissioner
Approved as to form:
T.J. Schultz,
Assistant Prosecutor_ *T.J. Schultz /s/* ______ Date _6/24/2026_
Belmont County Prosecutor's Office

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the contract between Belmont County Department of Job and Family Services and Belmont County Board of Developmental Disabilities for service coordination for children and their families of Belmont County, effective July 1, 2026 through June 30, 2027, in an amount not to exceed $50,000.00.
Note: This contract is paid for with TANF funds.

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

Whereas, this contract entered on the **24th** day of **June 2026**, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as "Purchaser") and the Belmont County Board of Developmental Disabilities (hereinafter referred to as "Contractor"), is for the purchase of the service coordination for children and their families of Belmont County.

I. Purpose

The purpose of this contract is the purchase of Service Coordination for use by the Belmont County Department of Job and Family Services. This contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OBM Circular A-133 or in the federal government management "common rule".

II. Parties

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

Contractor: The Belmont County Board of Developmental Disabilities
68421 Hammond Road
St. Clairsville OH 43950
740-695-0407

III. Contract Period

This contract will be effective from July 1, 2026, through June 30, 2027.

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 laws and regulations for the proper administration and performance of services to clients.

Participants
A participant is an individual who has been determined to be eligible to participate and who receives services through the children services division of the Purchaser.

Performance
Performance by the Contractor under the terms and conditions set forth in this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting, evaluation, and monitoring requirements as well as all performance standards set herein.

Proportional Payment
Proportional payment would occur at the Purchaser's discretion in the event the Contractor fails to perform as stated in this 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 way this contract may 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, evaluation, and monitoring responsibilities as well as meeting all performance standards stated herein.

Temporary Assistance to Needy Families (TANF)
The funding source available to assist needy families meet one or more of the following goals: to provide assistance to needy families so that children may be cared for in their own home; reduce the dependence of needy parents by promoting job preparation, work, and marriage; prevent and reduce the incidence of out-of-wedlock pregnancies; and encourage the formation and maintenance of two-parent families. TANF is a federal allocation and shall only be used on families meeting the basic criteria of having a minor child in the home. Additional eligibility criteria are detailed in the Ohio Administrative Code 5101:1-1-01 (Temporary Assistance for Needy Families definitions).

Unit
A unit consists of billable hours for TANF eligible clients. Hours should be charged in quarter hour increments rounded to the nearest quarter hour using traditional rounding criteria.

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

The Contractor will provide Service Coordination to TANF eligible individuals. Service Coordination is not affiliated with any single system but the results impact family and community outcomes across all systems through a collaborative, coordinated, cross-system approach. The individual family service coordination process is family focused and strength based utilizing a wrap-around service delivery model. Service coordination provides a vehicle for families with multiple complex problems to address their needs through a process that creates an intervention/treatment environment that eliminates duplication and provides both traditional services and natural support.

1. The Service Coordinator will explain confidentiality, obtain releases of information allowing contacts with the family's natural support and professionals. The Service Coordinator will also be responsible for obtaining all necessary release of

information forms, prepare and review initial cluster packets, collect monthly reports from service providers and prepare summary of progress made toward achieving treatment goals.

2. Failure to fulfill the Contractor's responsibilities may result in termination of this contract by the Purchaser per Article XXIII – Termination and Article XXIV – Breach of Contract.

B. Purchaser's Responsibilities

1. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall communicate on a regular basis and will work to resolve any misunderstandings or problems that may arise. The Purchaser agrees to uphold all responsibilities outlined in this contract.
3. The Purchaser will pay all costs related to providing all services consistent with the provisions stated in Article VII.
4. The Purchaser will determine eligibility of all participants prior to receiving any services.
   a. All participating families shall complete an application and be determined TANF eligible prior to receiving any services. Eligibility shall be determined by Belmont County JFS staff. The target population for TANF families living in Belmont County with one (1) or more minor children in the household and a gross monthly income at or below 200% of the federal poverty level. In addition, services must have a direct relationship with at least one (1) of the federal TANF purposes stated below:
      i. To aid needy families so that children may be cared for in their own homes or homes of relatives.
      ii. To end dependence of needy parents on governmental benefits by promoting job preparation, work and marriage.
      iii. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish numerical goals for preventing and reducing the incidence of these pregnancies.
      iv. To encourage the formation of two parent families.

C. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchasers may meet to review the program and delivery of services as described in Article IV – Scope of Work.

D. 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 (1st) to the last day of the 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 (1st) to the last day of the 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/or modification at the Purchaser's discretion.

E. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties expressed in this contract. Periodic evaluation may include but is not limited to activities including file inspection, deliverables review and the timeliness and quality of product evaluation, feedback data and related reports.
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, any sub-vendors or 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 and thus triggering the Purchaser's right to termination, cancellation, rescission, modification, remuneration and/or repayment.

VI. Availability of Funds

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed **$50,000.00.**
All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with the fiscal and/or program year and availability of funds

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. Only service coordination provided in-person or via telephone or other electronic means (Skype, Zoom, Microsoft Teams, etc.) shall be reimbursable.
The Contractor will provide the following on each invoice:

1. Contractor's name as it appears on this contract and purchase order; and
2. A mailing address and, if applicable, a remittance address; and
3. An invoice number; and
4. Date of invoice; and
5. Subtotals of units and cost of service provided to each child/family and grand total of all units and costs. Units are billed in quarter hour increments detailed per child/family at the rate listed below; and
6. The name of the child/family receiving service coordination and a summary of services provided including method of service delivery (in-person, phone, virtual, etc.).

Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. Payment is only authorized for service coordination activities performed on TANF eligible children as determined by the Purchaser.

Activity	**Unit Cost**
1 Hour Service Coordination	$55.27

IX. Purchasing or Leasing of Fixed Assets (Equipment)

For the purposes of this contract, a fixed asset is defined as any item having a useful life that exceeds one (1) year, regardless of cost. Fixed assets purchased with these funds are property of the Purchaser and shall only be used in the program or project for which they were acquired. No purchase of vehicles is permitted under the terms of this contract. Procurement of fixed assets must follow federal, State of Ohio, and local policies. When the program ends, funding expires, or the Contractor no longer needs the fixed asset, the Purchaser shall provide guidance regarding its disposition. All fixed assets are to be reported to the Purchaser within thirty (30) days of purchase and registered on the Purchaser's inventory/fixed asset management system.
Inventory: Fixed assets purchased under this agreement shall become the property of the Purchaser. Newly acquired inventory shall be reported to the Purchaser within thirty (30) days of the purchase. These assets shall be issued the Purchaser's inventory tags. It will be the Contractor's responsibility to affix the tags and maintain the asset.
Usage: The Contractor covenants to maintain the asset(s) referenced above, whether purchased or leased, in good condition and repair and agrees not to commit or suffer any waste to the property and will comply with all statutes, ordinances, and regulations

effecting said property or any part thereof and all covenants, restrictions, and agreements of which apply to the property or any part thereof.

X. Duplicate Billing

The Contractor warrants that claim made to the Purchaser for payment shall be for performance of actual services rendered 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 if each service is not paid for more than once.

XI. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception be 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 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 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 the terms of 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.

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 the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker's compensation insurance. A copy of the document providing evidence of said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, always, throughout the term of this contract 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 contract shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that is a formal notice related to this contract.

XV.Available 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 seven (7) 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 resolved.

XVI.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 be only 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.

XVII.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 if 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 officers, Board of Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has not 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 because of the signing or implementation of this contract.

The Contractor will report the discover 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 or modifications.

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.

XVIII.Compliance

The Contractor certifies that all who performs services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OBM circulars, Ohio laws and regulations, including Ohio Administrative Code (OAC) rules and provisions.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees, if applicable.

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.

XIX.Relationship

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

XX.Assignments

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

XXI.Subcontracts

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express prior and written approval of the Purchaser. In the event the Purchaser approves 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 all subcontractors or media companies for any services they provide hereunder. Any subcontractors are subject to all the terms, conditions and covenants in this contract.

XXII.Integration, Modification and Amendment

This instrument is the entire contract between the parties, and no covenants, terms, conditions or obligations exist other than those contained herein. This contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

By mutual consent and with the approval of the Belmont County Board of Commissioners, this contract may be modified to expand or reduce the scope of work regarding Service Coordination as permitted by state and federal laws and regulations and local policies.

XXIII.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 performed after the date of termination shall be repaid in accordance with Article IX of this contract.

XXIV.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 rights 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.

XXV.Waiver

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

XXVI.Indemnification

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities of 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 and the Belmont County Board of County Commissioners in connection with any omission or negligent action.

XXVII.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.

XXVIII.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.

XXIX.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 Titles 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 the performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicant for employment based on 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 pace of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, 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.

XXX.Child Support Enforcement

The Contractor agrees to cooperate with the Purchaser, Ohio Department of Job and Family Services and any 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 that present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI.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 promotion. The Contractor agrees to including 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.

XXXII.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.

XXXIII.Copeland "Anti-Kickback" Act

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

XXXIV.Davis-Bacon Act

The Contractor will comply with 40 USC 276a to 276a-7 as supplement by the Department of Labor regulations 29 CFR Part 5.

XXXV.Contract Work Hours and Safety Standards Act

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 USC 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI.Public Records

This contract is a matter of public record 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 USC 1857(h), Section 508 of the Clean Air Act (33 USC 1368), Executive Order 11738 and the Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII.**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 USC (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 USC (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies dated February 18, 1983, and Executive Order 12591.

XLI.Procurement

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

Signatures:

Jeffery L. Felton /s/ 6/18/2026
Jeffery L. Felton, Director **Date**
Belmont County Department of Job and Family Services
6814 Hammond Road
St. Clairsville OH 43950

Gloria Llewellyn /s/ 6/17/2026
Gloria Llewellyn, Superintendent **Date**
BHN Alliance
Belmont-Harrison-Noble County Boards of Developmental Disabilities
68421 Hammond Road
St. Clairsville OH 43950

Jerry Echemann /s/ 6/24/2026
Jerry Echemann, President **Date**
Belmont County Board of Commissioners

Vince Gianangeli /s/ 6/24/2026
Vince Gianangeli, Vice-President **Date**
Belmont County Board of Commissioners

J. P. Dutton /s/ 6/24/2026
J.P. Dutton, Commissioner **Date**
Belmont County Board of Commissioners

Approved as to Form:

T.J. Schultz /s/ 6/23/2026
T.J. Schultz, Assistant Prosecutor **Date**
Belmont County Prosecutor's Office

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND HARMONY HOUSE, SFY 2027

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the agreement between the Belmont County Department of Job & Family Services and Harmony House, for State Fiscal Year 2027, in the amount of $50,000.00, for the provision of a Children's Advocacy Center.

Belmont County Department of Job and Family Services
Children Services Division
Agreement with Harmony House SFY 2027

The Belmont County Department of Job and Family Services supports the operation of Harmony House, a children's advocacy center, with offices at 66850 Pogue Road, St. Clairsville, Ohio 43950 and 905 National Road, 3rd Floor, Wheeling, West Virginia, 26003.

The Belmont County Department of Job and Family Services agrees to provide $50,000 for State Fiscal Year 2027 (July 1, 2026, through June 30, 2027) to support the care, protection, and placement of abused, neglected, and dependent children. These funds are intended to underwrite part of the costs associated with the child advocacy services and operations of Harmony House. These costs include those associated with the day-to-day expenses of operating Harmony House for the specialized care of abused children.

Margaret Tucker /s/ 6/17/2026
Margaret A. Tucker, President Date
Board of Directors – Harmony House

Jeffery L. Felton /s/ 6/17/2026
Jeffery L. Felton, Director Date
Belmont County Job and Family Services

Jay Jack /s/ 6/16/2026
Jay Jack, Executive Director Date
Harmony House

Jerry Echemann /s/ 6/24/2026
Jerry Echemann, President Date
Belmont County Board of Commissioners

Vince Gianangeli /s/ 6/24/2026
Vince Gianangeli, Vice-President Date
Belmont County Board of Commissioners

J. P. Dutton /s/ 6/24/2026
J. P. Dutton, Commissioner Date
Belmont County Board of Commissioners

Approved as to form:

T.J. Schultz /s/ 6/23/2026
T.J. Schultz, Assistant Prosecutor Date
Belmont County Prosecutor's Office

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND KENDALL BEHAVIORAL SOLUTIONS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions in the maximum amount of $50,000.00, effective July 1, 2026 through June 30, 2027 to provide Family Team Meeting services for Belmont County Children Services Department.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of Performance of Services Contract
Family Team Meeting Facilitator

Whereas, this contract, entered into on this **24th** day of **June 2026,** by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Kendall Behavioral Solutions (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meets the policies and procedures of the Belmont County Department of Job and Family Services and the standards and requirements stated forth in this agreement.

I. PURPOSE

The purpose of this contract is to provide Family Team Meeting (FTM) services to the Belmont County Department of Job and Family Services, Children Services Division. Eligible families are those eligible as determined by the Purchaser.

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: Kendall Behavioral Solutions, LLC
800 Walnut Street (PO Box 244)
Martins Ferry OH 43935
740-609-5072

III. CONTRACT PERIOD

This contract and its terms are effective from July 1, 2026, through June 30, 2027

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 laws and regulations for the proper administration and performance of services to clients.

Participants

A participant is an individual who has been determined to be eligible to participate and who receives services through the children services division of the Purchaser.

Performance

Performance by the Contractor under the terms and conditions set forth in this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting, evaluation, and monitoring requirements as well as all performance standards set herein.

Proportional Payment

Proportional payment would occur at the Purchaser's discretion in the event the Contractor fails to perform as stated in this 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 way this contract may 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, evaluation, and monitoring responsibilities as well as meeting all performance standards stated herein.

Unit

A unit shall consist of one family team meeting.

V. SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor will facilitate assigned meetings that will be scheduled over the entire period of ongoing services, beginning with a meeting within thirty (30) days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by the Purchaser's management staff. Family Team Meetings are to be scheduled, at a minimum, every ninety (90) days until permanent custody is awarded or case closure.
2. Facilitators are contractors of the Purchaser and do not have direct line responsibility for the case.
3. The Contractor's responsibilities include arranging the meetings, helping ensure the participants attend and know what to expect, and supporting the family in the meeting and preparing for them.
4. The Family Team Meeting process includes, but is not necessarily limited to, the following components: preparation including assisting the family and case manager in identifying participants, developing the agenda, introductions, information sharing, planning, establishing and maintaining direction, and decision-making process.
5. The Contractor agrees to provide the Purchaser with an emergency contact number.
6. The Contractor agrees that all records, documents, and client records processed by the Purchaser under this contract are confidential and shall be handled per applicable guidelines.
7. The Contractor agrees that they will not use any information or records created by the Purchaser under this contract for any other purpose other than to fulfill the contractual duties specified within this contract.
8. The Contractor shall meet all services requirements of this contract.
9. The Contractor's failure to perform services as required herein is a breach of the 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.
10. The Contractor shall comply with all performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with the mandatory reporting and monitoring will be considered 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 up to the standards stated herein.

B. Purchaser Responsibilities

1. The Purchaser will refer eligible families to the Contractor.
2. The Purchaser will provide the meeting room and supplies necessary for the Family Team Meetings to occur.
3. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards, reporting, and monitoring as included in this contract.

C. Performance Standards

To meet the outcome and purpose stated herein, the performance of services under this contract must meet the following standards:

The Contractor will schedule and facilitate the first Family Team Meeting within thirty (30) days of the initial referral. Subsequent meetings will be held with each family at least every ninety (90) days until the case closes or permanent custody is awarded.

D. Performance Reporting

1. The Contractor will complete a monthly billing invoice for services provided and incorporated into this agreement and submit to the Purchaser. These invoices are due on the tenth (10th) of the following month and will include all required information for the prior month from the first day to the last day of that month.
2. The Purchaser agrees to compensate the Contractor $200.00 for each Family Team Meeting. This amount shall cover all costs associated with all the components of the FTM excluding the costs for any food and/or refreshments provided during a FTM.
3. The monthly invoice shall include the name of the family and date of FTM. It shall also include a remit to address.

E. 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 on and off-site activities including file inspection, program observation, participant and facilitator interviews and focus groups. The Purchaser will provide the Contractor with advance notice prior to any evaluation or monitoring activity. 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, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

VI. AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this contract are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed **$50,000.00 (250 units x $200.00/unit).**

All financial obligations of the agency under this contract are subject to federal and State of Ohio funding levels consistent with the fiscal year.

VII. ALLOWABLE COSTS

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

VIII. BILLING, PAYMENT AND COSTS

Invoices will be submitted by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information timely may be considered a breach of 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's Office processes the payment. Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and 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. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT)

For the purposes of this contract, a fixed asset is defined as any item having a useful life that exceeds one (1) year, regardless of cost. Fixed assets purchased with these funds are property of the Purchaser and shall only be used in the program or project for which they were acquired. No purchase of vehicles is permitted under the terms of this contract. Procurement of fixed assets must follow federal, State of Ohio, and local policies. When the program ends, funding expires, or the Contractor no longer needs the fixed asset, the Purchaser shall provide guidance regarding its disposition. All fixed assets are to be reported to the Purchaser within thirty (30) days of purchase and registered on the Purchaser's inventory/fixed asset management system.

Inventory: Fixed assets purchased under this agreement shall become the property of the Purchaser. Newly acquired inventory shall be reported to the Purchaser within thirty (30) days of the purchase. These assets shall be issued the Purchaser's inventory tags. It will be the Contractor's responsibility to affix the tags and maintain the assets.

Usage: The Contractor covenants to maintain the asset(s) referenced above, whether purchased or leased, in good condition and repair and agrees not to commit or suffer any waste to the property and will comply with all statutes, ordinances, and regulations effecting said property or any part thereof and all covenants, restrictions, and agreements of which apply to the property or any part thereof.

X. DUPLICATE BILLING

The Contractor warrants that claim made to the Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by the Contractor to other sources of funding, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit multiple sources of funding, public or private, to meet the FTM objectives if each service is not paid for more than once.

XI. 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 authorities related to the performance of this contract. Audits may be conducted using a "sampling" method. Areas to be reviewed include but are not limited to months, expenses, total units and billable units. If errors are discovered, 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 overpayment is identified, it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractors will sign a "Repayment of Funds" agreement. Furthermore, the Purchaser may withhold payment and take any other legal action deemed necessary for recovering any funds erroneously paid under the terms of this agreement 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 cancelled and not reissued. Terms of the "Repayment of Funds" agreement may be negotiated between both parties at the sole discretion of the Purchaser.

The Purchaser, at its sole discretion, may allow a change in terms of repayment. Such change(s) will required an amendment to the "Repayment of Funds" agreement.

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 the laws of the State of Ohio with respect to all applicable insurance including but not limited to liability and worker's compensation coverages.

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 related 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 any other duly appointed law enforcement official, and agencies of the United States government for at least seven (7) years after acceptance of audit exit report. If an audit is initiated during this period, the Contractor shall retain such records until the audit is completed and all issues are resolved.

XVI. CONFIDENTIALITY

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

XVII.CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating other under agreements with parties other than the Purchaser, if 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 officers, the Belmont County Board of Commissioners, or any other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor confirms that it 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 because 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 terms of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

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.

XVIII.COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contractor, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars and State of Ohio laws and regulations, including Ohio Administrative Code regulations.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions, and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees, if applicable.

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.

XIX.RELATIONSHIP

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

XX.ASSIGNMENTS

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

XXI.SUBCONTRACTS

In the event 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 all subcontractors for any service they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII.INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties, and no covenants, terms, conditions, or obligations exist other than those contained herein. This contract super cedes all pervious communications, representation, or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be made in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII.TERMINATION

This contract may be terminated by either party upon written notice 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 XI of this agreement.

XXIV.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 rights 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.

XXV.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.

XXVI.INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify, and hold free and harmless the Purchaser, its officers, employees and agents, and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs, or liabilities of 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 officer, agents and employees, and the Belmont County Board of County Commissioners in connection with any omission or negligent action.

XXVII.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.

XXVIII.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 terms and provisions 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.

XXIX.NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and State of Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles 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 the performance of this contract, the Contractor shall not discriminate against any employee, contract worker, or applicant for employment based on 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 employee 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, 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 places available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and State of 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 contractor or subcontractors of the Purchaser.

XXX.CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, the Ohio Department of Job and Family Services, and any 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.

XXXI.PUBLIC ASSISTANCE WORK PROGRAM CLIENTS

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 promotion. 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 clients.

XXXII.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 will not purchase, transfer, use, or possess illegal drugs or alcohol or prescription drugs in any way while working.

XXXIII.COPELAND "ANTI-KICKBACK" ACT

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

XXXIV.DAVIS-BACON ACT

The Contractor will comply with 40 USC 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXV.CONTRACT WORK HOURS AND SAFETY ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Act, 40 USC 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 any 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 USC 1857 [h]), Section 508 of the Clean Air Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII.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.PROCUREMENT

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

SIGNATURES:

*Jeffery L. Felton /s/*____________________	_6/18/2026__________
Jeffery L. Felton, Director Belmont County Department of Job and Family Services	Date
*Kathleen F. Kendall /s/*____________________	6/17/2026__________
Kathleen F. Kendall, Owner Kendall Behavioral Solutions, LLC	Date
*Jerry Echemann /s/*____________________	6/24/2026__________
Jerry Echemann, President Belmont County Board of County Commissioners	Date
*Vince Gianangeli /s/*____________________	6/24/2026__________
Vince Gianangeli, Vice-President Belmont County Board of County Commissioners	Date
*J. P. Dutton /s/*____________________	6/24/2026__________
J. P. Dutton, Commissioner Belmont County Board of County Commissioners	Date

Approved as to form:

*T.J. Shultz /s/*____________________	6/23/2026__________
T.J. Schultz, Assistant Prosecuting Attorney Belmont County Prosecutor's Office	Date

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BELMONT COUNTY HEALTH DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the contract between Belmont County Department of Job and Family Services and Belmont County Health Department, to provide home visiting services to Belmont County Department of Job and Family Services, Children Services Division of Belmont County for eligible families, effective July 1, 2026 through June 30, 2027 in an amount not to exceed $30,000.00.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Plan of Safe Care Home Visitor

Whereas, this contract entered into on this **24th** day of **June 2026,** by and between the Belmont County Department of Job and Family Services (hereinafter "Agency" or "Purchaser") and the Belmont County Health Department (hereinafter "Contractor") is for the purchase of the performance of the following services: home visiting to implement plans of safe care that meet the policies of the Belmont County Department of Job and Family Services and the standards and requirements set forth in this contract.

I. PURPOSE

The purpose of this contract is to provide home visiting services to Belmont County Department of Job and Family Services, Children Services division. Eligible families are those determined eligible by the Agency.

II. PARTIES

The parties to this agreement are as follows:

Agency: Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950

Contractor: Belmont County Health Department
68501 Bannock-Uniontown Road
St. Clairsville OH 43950
740-695-1202

III. CONTRACT PERIOD

This contract and its terms are effective July 1, 2026, through June 30, 2027.

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 laws and regulations for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to need a "plan of safe care" as determined by the Agency's Children Services division.

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.

Services

Services by the Contractor under the terms of 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.

Plan of Safe Care

The Plan of Safe Care is a voluntary and supportive initiative for families affected by substance use during pregnancy. It connects parents, healthcare providers, and child welfare agencies to ensure newborns have a safe, healthy start and parents receive the necessary treatment without automatically entering the child protection system. A Plan of Safe Care is an arrangement developed with the family and service providers that addresses the following: the infant's immediate safety, the infant's safety and treatment needs, the affected parent's health and substance misuse treatment needs, and the treatment needs of all household members with routing caregiving responsibilities for the infant.

Proportional Payment

Proportional payment would occur at the Purchaser's discretion in the event the Contractor fails to perform as stated in this 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 way this contract may 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.

V. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Initiate contact with the family within one (1) week of the receipt of the referral to attempt to schedule a home visit.
2. Review, revise, if necessary, and implement the Plan of Safe Care and report these to the Agency.
3. Coordinate services with Early Intervention and Home Visiting.
4. The Contractor agrees that all records, documents, and client records possessed by the Contractor under the terms of this agreement are confidential and shall be handled per applicable federal, state and local policies and guidelines.
5. The Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the duties specified within this contract.
6. The Contractor shall meet all service requirements of this contract.
7. The Contractor's failure to perform services as required herein is a breach of this contract thus triggering the Agency's right to terminate, cancel, rescind, and/or modify this contract as well as the Agency's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. The Contractor shall comply with all performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be considered a breach of this contract thus triggering the Agency's right to terminate, cancel, rescind, and/or modify this agreement as well as the Agency'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. Agency Responsibilities

1. The Agency will refer eligible families to the Contractor.
2. The Agency 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. Performance Standards

To achieve the outcomes and purposes stated herein, performance of services under this contract must meet the following standards:

1. Meet with the family face-to-face within fourteen (14) days of referral. Subsequent visits will be made by the Plan of Safe Care.
2. Assist the family in meeting the goals of the Plan of Safe Care.
3. Coordinate the Plan of Safe Care with other services (e.g. Early Intervention, Help Me Grow, etc.) provided to the family.

D. Performance Reporting

1. The Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due by the tenth (10^{th}) 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.
2. The Agency agrees to compensate the contractor at a rate of **$10.00 per quarter hour** including travel time to and from the client's home. Documentation of activities is limited to one quarter hour per face-to-face session. Should the Contractor be called upon to testify in Juvenile Court in abuse, neglect, or dependency hearings, the Contractor will be compensated at the agreed upon rate for the time testifying as well as the time spent in the court awaiting to be called as a witness.
3. The Agency will reimburse the Contractor for mileage at the current IRS reimbursement rate for travel to and from the client's home and to and from interagency meetings regarding client progress.
4. The monthly invoices will include the client's name, date of contact, hours of direct services, supplies purchased, mileage reimbursement, and incentive the client has earned.

E. Evaluation and Monitoring

The Agency 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 and on-site activities including file inspection, program observation, participant and trainer interviews and focus groups. The Agency will provide the Contractor with prior notification of any evaluation or monitoring activity. 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 evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract triggering the Agency's rights of termination, cancellation, rescission, modification, remuneration, and/or repayment.

VI. AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed **$30,000.00.**

All financial obligations of the Agency under this contract are subject to federal and State of Ohio funding levels consistent with the fiscal year.

VII.ALLOWABLE COSTS

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

VIII.BILLING, PAYMENT, AND COSTS

Invoices will be submitted by the Contractor no later than the tenth (10th) day of the month for the preceding month's services. Failure to submit invoices timely may be considered a breach of this contract. The Agency will review invoices for completeness and accuracy before authorizing payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as payment is processed by the Belmont County Auditor. Reasons for denial of payment may include but is not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, the Agency may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX. DUPLICATE BILLING

The Contractor warrants that claim made to the Purchaser for payment shall be for performance of actual services rendered 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 if 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 be 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 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 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 the terms of 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 Agency and shall be delivered to the Agency when the term of this agreement expires.

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 the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker's compensation insurance. A copy of the document providing evidence of said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, always, throughout the term of this contract 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 contract shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that 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 seven (7) 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 resolved.

XVI.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 be only 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.

XVII.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 if 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 officers, Board of Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has not 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 because of the signing or implementation of this contract.

The Contractor will report the discover 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 or modifications.

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.

XVIII.COMPLIANCE

The Contractor certifies that all who performs services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OBM circulars, Ohio laws and regulations, including Ohio Administrative Code (OAC) rules and provisions.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees, if applicable.

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.

XIX.RELATIONSHIP

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

XX.ASSIGNMENT

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

XXI.SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express prior and written approval of the Purchaser. In the event the Purchaser approves 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 all subcontractors or media companies for any services they provide hereunder. Any subcontractors are subject to all the terms, conditions and covenants in this contract.

XXII.INTEGRATION, MODIFICATION, AND AMENDMENT

This instrument is the entire contract between the parties, and no covenants, terms, conditions or obligations exist other than those contained herein. This contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

By mutual consent and with the approval of the Belmont County Board of Commissioners, this contract may be modified to expand or reduce the scope of work regarding Service Coordination as permitted by state and federal laws and regulations and local policies.

XXIII.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 performed after the date of termination shall be repaid in accordance with Article IX of this contract.

XXIV.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 rights 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.

XXV.WAIVER

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

XXVI.INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities of 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 and the Belmont County Board of County Commissioners in connection with any omission or negligent action.

XXVII.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.

XXVIII.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.

XXIX.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 Titles 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 the performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicant for employment based on 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 pace of birth. Such action should include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, 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.

XXX.**CHILD SUPPORT ENFORCEMENT**

The Contractor agrees to cooperate with the Purchaser, Ohio Department of Job and Family Services and any 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 that present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI.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 including 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.

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.**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.

XXXIII.COPELAND "ANTI-KICKBACK" ACT

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

XXXIV.DAVIS-BACON ACT

The Contractor will comply with 40 USC 276a to 276a-7 as supplement by the Department of Labor regulations 29 CFR Part 5.

XXXV.CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 USC 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI.PUBLIC RECORDS

This contract is a matter of public record 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 USC 1857(h), Section 508 of the Clean Air Act (33 USC 1368), Executive Order 11738 and the Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII.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 USC (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 USC (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies dated February 18, 1983, and Executive Order 12591.

XLI.PROCUREMENT

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

Signatures:

Jeffery L. Felton /s/ ____ 6/17/2026 ____
Jeffery L. Felton, Director — Date
Belmont County Department of Job and Family Services

Robert Sproul /s/ ____ 6/17/2026 ____
Robert Sproul, Health Commissioner — Date
Belmont County Health Department

Jerry Echemann /s/ ____ 6/24/2026 ____
Jerry Echemann, President — Date
Belmont County Board of Commissioners

Vince Gianangeli /s/ ____ 6/24/2026 ____
Vince Gianangeli, Vice-President — Date
Belmont County Board of Commissioners

J. P. Dutton /s/ ____ 6/24/2026 ____
J. P. Dutton, Commissioner — Date
Belmont County Board of Commissioners

Approved as to form:

T.J. Schultz /s/ ____ 6/23/2026 ____
T.J. Schultz, Assistant Prosecutor — Date
Belmont County Prosecutor's Office

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

<u>IN THE MATTER OF SIGNING THE CERTIFICATIONS FOR THE BARNESVILLE-BRADFIELD AIRPORT, PROJECT NUMBER 3-39-007-020-2026 (SHIFTING EXISTING TAXIWAY)</u>

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to authorize Commission President Jerry Echemann to sign the following certifications for the Barnesville-Bradfield Airport, Project Number 3-39-007-020-2026 (Shifting Existing Taxiway):

- Drug-Free Workplace Airport Improvement Program Sponsor Certification.
- Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification.
- Construction Project Final Acceptance Airport Improvement Program Sponsor Certification.
- Equipment and Construction Contracts Airport Improvement Sponsor Certification.
- Project Plans and Specifications Airport Improvement Program Sponsor Certification.
- Selection of Consultants Airport Improvement Program Sponsor Certification.

Upon roll call the vote was as follows:

Mr. Gianangeli	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

Greg Batts, Airport President, said they will be relocating the taxiway. The bid amount was $3.7 million all of which is grant funded.

OPEN PUBLIC FORUM-Paul Cameron, Ohio 95th District State Representative candidate inquired if the Commissioners were aware of a proposed data center in Belmont County. The Commissioners replied that they were not aware of it.

RECESS

<u>IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:23 A.M</u>

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

Mr. Echemann	Yes

Mr. Dutton Yes
Mr. Gianangeli Absent

Mr. Echemann said executive session will resume after the 10:30 a.m. bid opening.

Mr. Gianangeli joined executive session before any discussion.

FY 24 CD Allocation Grant Bid Opening-County-wide Demolition Project/Belomar

IN THE MATTER OF BID OPENING for FY24 CD Allocation Grant County-wide Demolition Project/Belomar
This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the FY24 CD Allocation Grant County-wide Demolition Project/Belomar; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
MARLO CONSTRUCTION SOLUTIONS	X	$56,800.00-6 PROPERTIES
526 W. 23RD STREET		$77,800.00-WITH ALTERNATE STRUCTURE
SHADYSIDE, OHIO 43947		
EDGCO INC.	X	$65,350.00-5 PROPERTIES
P.O. BOX 310		$77,750.00-WITH ALTERNATE STRUCTURE
LANSING, OHIO 43934		

Present: Zack Blazer, Belomar
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to turn over all bids received for the County-wide Demolition Project to Natalie Hamilton, Belomar, for review and recommendation.
Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

RECESS

Executive session resumed at 10:46 a.m. with Commissioners Echemann, Gianangeli and Dutton present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:54 A.M.
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 11:54 a.m.
Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

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

IN THE MATTER OF RESCINDING MOTION MADE ON JUNE 10, 2026, ACCEPTING RESIGNATION OF KRISTA PATTERSON, FULL-TIME BILLING CLERK AT THE BELMONT COUNTY WATER & SEWER DISTRICT
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to rescind the motion made on June 10, 2026, accepting the resignation of Krista Patterson, full-time Billing Clerk at the Belmont County Water & Sewer District.
Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

IN THE MATTER OF ADOPTING THE RESOLUTION ACCEPTING THE RESIGNATION OF KRISTA PATTERSON, FULL-TIME BILLING CLERK AT THE BELMONT COUNTY WATER & SEWER DISTRICT
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the following resolution-

WHEREAS, the Board of County Commissioners of Belmont County, Ohio previously adopted motion on June 10, 2026; and
WHEREAS, the Board now desires to rescind motion made on June 10, 2026 in its entirety; and
WHEREAS, the Board has received and reviewed the resignation submitted by Krista Patterson; and
WHEREAS, the Board desires to accept said resignation and authorize compensation through Wednesday, June 17, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that motion made on June 10, 2026, is hereby rescinded in its entirety.

BE IT FURTHER RESOLVED that the Board hereby accepts the resignation of Krista Patterson, effective Wednesday, June 17, 2026, and authorizes payment of wages and any applicable compensation through Wednesday, June 17, 2026, in accordance with applicable law and County policy.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 24th day of June, 2026.

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:55 A.M.
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 11:55 a.m.
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

Read, approved and signed this 1st day of July, 2026.

*Jerry Echemann /s/*________________________

*Vince Gianangeli /s/*________________________ COUNTY COMMISSIONERS

*J. P. Dutton /s/*____________________________

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