

St. Clairsville, Ohio

December 18, 2019

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

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

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

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

**IN THE TOTAL AMOUNT OF \$**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0011-A001-B02.002 Salaries	E-0012-A001-B12.002 Salaries	\$200.00
E-0011-A001-B02.002 Salaries	E-0011-A001-B11.000 Other Expenses	\$5,098.00
E-0011-A001-B09.003 PERS	E-0011-A001-B11.000 Other Expenses	\$2,206.06
E-0012-A001-B14.003 PERS	E-0011-A001-B11.000 Other Expenses	\$0.40
E-0013-A001-B16.002 Salaries	E-0011-A001-B11.000 Other Expenses	\$3,210.75
E-0013-A001-A18.003 PERS	E-0011-A001-B11.000 Other Expenses	\$867.61
E-0051-A001-A51.000 Oil and Gas-Commrs	E-0055-A004-B19.000 County Bldgs	\$238,897.51
E-0054-A006-F01.002 Salaries	E-0054-A006-F05.003 PERS	\$1,698.76
E-0111-A001-E02.002 Salaries-Employees	E-0111-A001-E09.003 PERS	\$580.89
E-0151-A002-F09.000 Other Expenses	E-0151-A002-F02.002 Salary-Employees	\$1,499.84
E-0151-A002-F09.000 Other Expenses	E-0151-A002-F07.003 PERS	\$119.09
E-0170-A006-G10.000 Fringe Benefits	E-0170-A006-G09.003 PERS	\$0.02
E-0257-A015-A15.074 Transfers Out	E-0055-A004-B19.000 County Buildings	\$400,000.00

**K00 M. V. G. T. FUND/ENGINEERS**

FROM	TO	AMOUNT
E-2811-K000-K06.000 Travel	E-2811-K000-K10.000 Other Expenses	\$2,993.94
E-2813-K000-K34.003 PERS	E-2811-K000-K08.003 PERS	\$2,597.08

**S12 PORT AUTHORITY**

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S02.006 Hospitalization	\$250.00

**S70 CAPITAL OUTLAY/SSOBC**

FROM	TO	AMOUNT
E-5005-S070-S01.002 Salary	E-5005-S070-S06.006 Hospitalization	\$500.00

**S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION**

FROM	TO	AMOUNT
E-1520-S077-S03.003 PERS	E-1520-S077-S01.002 Salaries	\$652.87

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0055-A004-B01.002 Salaries-Employees	E-0257-A015-A15.074 Transfers Out	\$522.00
E-0055-A004-B01.002 Salaries-Employees	E-0056-A006-E01.002 Salaries	\$0.06

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0011-A001-B11.000 Other Expenses	E-0011-A001-B02.002 Salaries	\$1,447.38
E-0121-A006-B02.002 Salaries	E-0121-A006-B03.010 Supplies	\$4,453.42
E-0121-A006-B06.011 Contract Services	E-0121-A006-B03.010 Supplies	\$66.43
E-0121-A006-B09.003 PERS	E-0121-A006-B03.010 Supplies	\$8,810.59
E-0131-A006-A02.002 Admin Salaries	E-0131-A006-A03.002 Jail Salaries	\$443.37
E-0131-A006-A02.002 Admin Salaries	E-0131-A006-A04.002 Road Salaries	\$2,708.32
E-0131-A006-A05.002 Maint-Salaries	E-0131-A006-A03.002 Jail Salaries	\$2,536.10
E-0131-A006-A08.000 Food	E-0131-A006-A04.002 Road Salaries	\$8,068.86
E-0131-A006-A09.000 Medical	E-0131-A006-A03.002 Jail Salaries	\$20,841.02

E-0131-A006-A16.000 Other Expenses	E-0131-A006-A04.002 Road Salaries	\$6,898.07
E-0131-A006-A17.012 Cruiser	E-0131-A006-A04.002 Road Salaries	\$6,864.59
E-0141-A001-C03.010 Supplies	E-0141-A001-C02.002 Employee Salaries	\$17.43
E-0170-A006-G11.000 Other Expenses	E-0170-A006-G02.002 Salaries	\$250.00
E-0257-A015-A15.074 Transfers Out	E-0040-A002-G02.002 Salaries-Employees	\$522.00

**E11 9-1-1 WIRELESS FUND**

FROM	TO	AMOUNT
E-2301-E011-E01.011 Contract Services	E-2301-E011-E05.074 Transfers Out	\$15,605.95

**K00 M.V.G.T. FUND/ENGINEER**

FROM	TO	AMOUNT
E-2812-K000-K19.006 Medicare	E-2811-K000-K10.005 Medicare	\$58.40

**S55 TARGETED COMM ALTERN TO PRISON/ADULT PROBATION**

FROM	TO	AMOUNT
E-1545-S055-S01.000 Grant Expenses	E-1545-S055-S02.002 Salaries/Fringes	\$3,000.00

**S86 NORTHERN COURT-GENERAL SPEC PROJECTS**

FROM	TO	AMOUNT
E-1561-S086-S06.010 Supplies	E-1561-S086-S01.002 Salaries	\$1,700.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND O54 DEBT SERVICES-COUNTY ISSUES**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9256-O054-O21.574	\$1,100,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**E11 9-1-1 WIRELESS FUND AND THE A00 GENERAL FUND**

FROM	TO	AMOUNT
E-2301-E011-E05.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$15,605.95

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 18, 2019:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**A00 General Fund**

E-0011-A001-B03.010	Supplies	\$7,034.08
E-0011-A001-B04.012	Equipment	\$2,759.93
E-0011-A001-B07.000	Travel	\$4,574.47
E-0011-A001-B08.000	Advertising & Printing	\$1,044.73
E-0061-A002-B05.000	Intense Probation-Clerk of Crts	\$171,276.62
E-0061-A002-B12.000	Other Expenses	\$3,628.20
E-0121-A006-B03.010	Supplies	\$137,700.00
E-0121-A006-B06.011	Contracts Services	\$8,466.43
E-0121-A006-B08.000	Travel	\$2,000.00
E-0141-A001-C03.010	Supplies	\$10.70

**J00 Real Estate Assessment**

E-1310-J000-J03.011	Contracts Services	\$154,993.78
E-1310-J000-J06.000	Other Expenses	\$6,356.35

**L01 Soil and Water Conservation**

E-1810-L001-L02.010	Supplies	\$1,749.10
E-1810-L001-L03.012	Equipment	\$2,627.62
E-1810-L001-L05.011	Contract Services	\$1,548.17
E-1810-L001-L07.000	Service Fees	\$328.68
E-1810-L001-L08.000	Scholarship-Education	\$1,838.11
E-1810-L001-L10.000	Advertising & Printing	\$1,508.45
E-1810-L001-L14.000	Other Expenses	\$679.20

**S78 General Fund-Supplemental Equipment Fund/Recorder**

E-1210-S078-S08.011	Contract Services	\$23,950.02
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 18, 2019:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**S95 COMMON PLEAS COURT-COMPUTER FUND**

E-1588-S095-S01.012	Computer Expenses-Equipment	\$15,466.97
Upon roll call the vote was as follows:		
	Mr. Dutton	Yes
	Mr. Meyer	Yes
	Mr. Echemann	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 18, 2019 meeting:

**A00 GENERAL FUND**

E-0051-A001-A51.000	Oil and Gas	\$238,897.51
E-0057-A006-F06.011	Veterinary Services	\$1,260.00
E-0057-A006-F08.000	Other Expenses	\$34,143.73
E-0257-A015-A15.074	Transfers In	\$1,500,000.00

**B00 DOG & KENNEL FUND**

E-1600-B000-B04.012	Equipment	\$23,423.07
E-1600-B000-B11.000	Other Expenses	\$24,925.81

**L01 SOIL CONSERVATION/BSWCD**

E-1810-L001-L02.010	Supplies	\$1,500.00
E-1810-L001-L08.000	Education	\$1,686.00
E-1810-L001-L10.000	Advertising/Printing	\$2,000.00

**N41 ISSUE TWO FUNDS/AUDITORS**

E-9041-N041-N10.055	Issue Two Funds	\$318,718.00
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**O54 DEBT SERVICE-COUNTY ISSUES**

E-9256-O054-O15.050	Principal Loan Payments	\$1,000,000.00
E-9256-O054-O16.051	Interest Payments	\$100,000.00

**S33 DISTRICT DETENTION HOME/SARGUS**

E-0910-S033-S33.002	Salaries	\$42,500.00
E-0910-S033-S38.011	Contract Services	\$3,000.00
E-0910-S033-S39.000	Food Service Expenses	\$1,382.51
E-0910-S033-S44.003	OPERS/STRS	\$100.00
E-0910-S033-S47.006	Hospitalization	\$333.33
E-0910-S033-S48.007	Unemployment	\$13.38
E-0910-S033-S50.005	Medicare	\$1,500.00
E-0910-S033-S61.000	Food Service Expenses/GS	\$1,000.00

**W80 PROSECUTORS-VICTIM ASSISTANCE**

E-1511-W080-P01.002	Salary	\$2,144.14
E-1511-W080-P05.003	PERS	\$500.00
E-1511-W080-P07.006	Hospitalization	\$2,144.95
E-1511-W080-P08.005	Medicare	\$75.00
E-1511-W080-P15.000	Rent	\$608.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 18, 2019 meeting:

**A00 GENERAL FUND**

E-0056-A006-E01.002	Salaries	\$15,605.95
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**N29 CAPITAL PROJECT/FACILITIES**

E-9029-N029-N11.000	Issuance Cost	\$37,525.00
E-9029-N029-N20.055	Phase II Renovation HP Bldg	\$7,900,000.00

Upon roll call the vote was as follows:

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

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

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

**B00-DOG AND KENNEL FUND-**

- \$15,517.50 deposited into R-1600-B000-B02.500 balance available as of 12/18/19
- \$807.50 deposited into R-1600-B000-B04.500 balance available as of 12/18/19
- \$1,711.49 deposited into R-1600-B000-B06.505 balance available as of 12/18/19
- \$6,889.32 deposited into R-1600-B000-B07.500 balance available as of 12/18/19
- \$23,423.07 deposited into R-1600-B000-B08.500 balance available as of 12/18/19

**GENERAL FUNDING/ANIMAL SHELTER-**

- \$25,378.73 deposited into R-0057-A006-A01.500 balance as of 12/18/19
- \$1,260.00 deposited into R-0057-A006-A02.500 balance as of 12/18/19
- \$8,160.00 deposited into R-0057-A006-A03.500 balance as of 12/18/19
- \$605.00 deposited into R-0057-A006-A04.500 balance as of 12/18/19

**OIL & GAS RECEIPTS, NOVEMBER AND DECEMBER 2019/GENERAL FUND-\$238,897.51** in Oil and Gas receipts deposited into R-0050-A000-A02.500 on various dated in November and December.

Upon roll call the vote was as follows:

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

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

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

**COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Dave Carter** to Columbus, OH, on February 7, 2019, to attend the Court Management training.

**DJFS**-Michael Schlanz to Cadiz, OH, on December 20, 2019, to attend a COG: Workforce meeting. A county vehicle will be used for travel. Estimated expenses: \$15.00

**SENIORS**-Kay Driscoll to Beallsville, OH, on January 7, 2020, for a senior outing to the Beallsville Diner. Maxine Jurovcik to Carrollton, OH, on January 9, 2020, for a senior outing to Ben Franklin and Ponderosa Steak House. Susan Hines to Moundsville, WV, on January 21, 2020, for a senior outing to the Dollar Tree and the Prima Marina Restaurant. Mary Beth Tennant to Moundsville, WV, on January 22, 2020, for a senior outing to the Guest House Restaurant. Denise Starr to Wheeling, WV, on January 23, 2020, for a senior outing to Wheeling Downs and the Sons of Italy. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 11, 2019.

Upon roll call the vote was as follows:

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

**Mr. Meyer made the following announcement-**

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

- No meeting will be held the week of December 22, 2019, due to the Christmas holiday.
- Thursday, January 2, 2020, instead of Wednesday, January 1, 2020, due to the New Year’s holiday.

*Note: The meeting of December 18, 2019, will stand in recess through 2019 for any further action that may be needed.*

**IN THE MATTER OF HIRING JUDY BLON AS PART-TIME DRIVER/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the hiring of Judy Blon as part-time driver at Senior Services of Belmont County, effective December 30, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF SERVICE AGREEMENT FOR TITLE III & SENIOR COMMUNITY STATE BLOCK GRANT SERVICES**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the 2020-2021 Purchase of Service Agreement for Title III & Senior Community State Block Grant Services, on behalf of Senior Services of Belmont County, funded by Area Agency on Aging Region 9, Inc., effective January 1, 2020 through December 31, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR VEHICLES FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Meyer, seconded by Mr. Echemann to award the bid to the low bidders for the following vehicles for Senior Services of Belmont County, based upon the recommendation of Gary Armitage, Executive Director:

1. Four (4) Hotshot vehicles with meal delivery package awarded to Thomas Auto Centers in the amount of \$191,390.00.
2. Two (2) All-wheel drive sedans awarded to Thomas Auto Centers in the amount of \$56,309.00.
3. One (1) Rear entry wheelchair lift van awarded to Doan Ford, Inc. in the amount of \$45,207.00.
4. One (1) Side entry wheelchair ramp van awarded to Thomas Auto Centers in the amount of \$53,574.00.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Mr. Meyer said this is part of the fleet management program that Gary Armitage implemented to stay ahead of things and keep the vehicles in good shape.

**IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT(TID) BOARD**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following reappointments to the Belmont County Transportation Improvement District (TID) board for a two-year term, per ORC 5540.02 (D), effective January 1, 2020 through December 31, 2021:

- J. P. Dutton, Belmont County Commissioner
- Terry Lively, Belmont County Engineer
- Larry Merry, Belmont County Port Authority Director
- Jim Zucal, Director of Public Services, City of St. Clairsville
- James Graham, Registered Professional Engineer

Upon roll call the vote was as follows:

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

Mr. Merry said the TID is the organization that worked on the new road project around the mall which opened up some property for development and alleviated some traffic congestion around the mall. They also have a project on Route 40 near Fox Commerce Park. It is one more tool to address infrastructure issues county-wide.

**IN THE MATTER OF ENTERING INTO A COMMERCIAL LEASE AGREEMENT BETWEEN CHARLES DEFILLIPPO DBA ZEL PROPERTIES, LLC AND BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a commercial lease agreement in the amount of \$500.00 per month by and between Charles Defillippo dba Zel Properties, LLC, and Belmont County Commissioners, effective January 1, 2020 through December 31, 2020, for Suites 208 & 210 at 100 West Main Street, St. Clairsville, Ohio, for use by the State Auditor’s Local Governments Services employees.





### **COMMERCIAL LEASE AGREEMENT**

THIS COMMERCIAL LEASE AGREEMENT is made and entered into effect this **18TH day of December 2019** by and between **Charles Defillippo dba Zel Properties, LLC**, with a mailing address of 100 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as "Landlord," and **Belmont County Commissioners**, hereinafter referred to as "Tenant."

WHEREAS, the parties enter into a Commercial Lease Agreement under which Tenant leases suite 210 & 208 commercial office space in the premises leased hereunder on the property located at 100 West Main Street, St. Clairsville, Ohio 43950

#### **LEASED PREMISES**

The leased premises shall consist of being Suites 208 & 210 at 100 West Main Street, being a portion of that certain building located at 100 West Main Street, St. Clairsville, Ohio 43950 and associated common property including parking located in the rear of the building. The parties agree and acknowledge that the square footage figure stipulated herein is a general figure which shall serve as the square footage of the leased premises regardless of any actual measurements of the interior space of the leased premises and regardless of any permitted alterations which the Tenant may make to the interior of the leased premises. The rentable square feet shall be used for all other purposes under this Lease. The leased premises shall enjoy the right to use the parking lot and other common areas of the Building in common with other tenants in the Building, which common areas shall be deemed appurtenances to the leased premises, but such spaces shall not be deemed part of the "leased premises" hereunder in order that the respective obligations (repairs, maintenance, insurance, etc.) of the parties as to the "leased premises" shall not be confused.

#### **TENANT IMPROVEMENTS**

Landlord shall perform no Tenant Improvements without written permission from the Landlord. The lease premises shall be delivered in the condition as agreed upon in the agreement. An inspection will be completed at the time of lease signing.

#### **COMMENCEMENT; TERM OF LEASE; OPTION TO RENEW**

The initial term of this Lease shall be for a period of ONE YEAR commencing on January 01, 2020 and expiring on December 31, 2020. Lessee shall be entitled to possession and occupancy of the leased premises on December 18, 2019; provided that this Lease Agreement has been executed by all parties and that the payment of the first months rental rate for all units and the Security Deposit has been made by Tenant. Acceptance of possession of the leased premises by Tenant shall be construed as recognition that the leased premises are satisfactory to Tenant and fit for Tenants intended use.

At the end of the ONE YEAR (December 31, 2020) lease term this agreement will automatically rollover to a MONTH TO MONTH leasing term until the parties come to an agreement on a new term.

### RENT

Tenant shall pay base rent in the monthly sum of \$500 per month. Rent shall commence on January 01, 2020 and shall be payable in advance on the FIRST DAY of each and every month over the Lease Term and any Renewal Term as applicable. Rent shall be payable to Zel Properties, LLC and can be accepted at 100 West Main Street, St. Clairsville, Ohio 43950. There will be a late fee of \$35 on the 6<sup>th</sup> day of the month for each late rent payment.

### EXPENSES INCLUDED/EXCLUDED IN RENT

Expenses included in rent is common area maintenance which includes the restroom(s), stairs, halls, entryway as well as snow removal in the winter and lawn/property care in the summer/spring. Utilities ARE included and are the water, sewage, garbage, electric and gas. Tenant acknowledges that Landlord shall manage the building and property generally with respect to common area maintenance and repair issues, insurance and common utility issues, etc and shall have sole authority in this regard, with such authority to be exercised in Landlords reasonable discretion.

### SECURITY DEPOSIT

A Security Deposit of \$500 will be paid by the Tenant upon the Commencement Date and held by the Landlord at all times while this Lease is in effect. The Security Deposit shall be held by Landlord without liability for interest and as security for the full and timely performance by Tenant of Tenants covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure or limitation of Landlords damages in case of default by Tenant. Unless otherwise provided by mandatory law or regulation, Landlord may co-mingle the Security Deposit with Landlords other funds.

If the leased premises are in substantially as good a condition, reasonable and normal wear and tear excepted, as exists upon the commencement of this tenancy, and Tenant is not in default under any other provisions of this Lease and is current in all payments owed to Landlord, the entire Security Deposit, or balance thereof after any such application to cure any default, shall be returned without interest to Tenant within a reasonable time after the expiration of termination of this Lease. (SEE INSPECTION FORM)

### USE

Tenant agrees to use the leased premises for general professional purposes relating to Tenants business described as BERMONT COUNTY ANNUAL GAP CONVERSION & FINANCIAL AUDIT. Any other use requires the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. In this connection, Tenant covenants and warrants unto Landlord that Tenant has all applicable governmental licenses for the conduct of such business, and that Tenant will not use the premises for any illegal or unlawful purpose or purposes, nor for any purpose or purposes which may unreasonably affect the general public's or building occupants health, safety and welfare or the welfare of the leased premises, nor for an purpose which will increase risks covered by insurance on the premises and result in increase of the rate of insurance or cancellation of any insurance policy. Tenant specifically acknowledges and agrees that Tenant shall be responsible for taking such steps as are necessary to insure that the walls, flooring and ceiling of the leased premises are adequately protected from any moisture or water damage as might result form Tenants operations in the leased premises, including making such alterations or installing certain coverings or coatings on walls, floors, and or ceilings as will protect same, subject to Landlords prior approval.

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### **PARKING**

Tenant acknowledges that the parking lot in the rear of the building is for the joint use by all of the tenants in the building and their guests and invitees and that there are no designated or reserved parking spaces. Tenant also acknowledges that there is street parking available; however, there are parking hours that is mandated by the city for those parking spaces.

Tenant acknowledges that snow removal activities during the winter may cause an accumulation of plowed snow in one or more areas of the parking lot which may reduce the amount of parking available to the buildings tenants and their guests and invitees.

### **COMPLIANCE WITH PUBLIC AUTHORITIES**

Tenant agrees, at Tenants cost, to comply with all applicable municipal, County, State, and Federal laws and regulations now in force or which may hereafter be enforced concerning Tenants particular use of the leased premises. It is understood, however, that the Landlord is responsible for building modifications required by governmental agencies to ensure that the leased premises are in compliance with the ADA and its regulations as of the Lease Commencement Date. If any alteration to the leases premises desired by the building comply with any law or regulation from which the building is otherwise exempted or grandfathered, in the Landlord shall have the discretion to refuse Tenants desired alteration.

### **TENANTS ALTERATIONS**

Tenant shall be responsible for the interior improvements of the leased premises after occupancy by Tenant, and except for the installation and location of signs, equipment, counters and other removable trade fixtures, and except as herein mentioned, Tenant shall neither make any alteration nor addition to the leased premises, nor make any agreement or contract therefore, without first obtaining Landlords prior written consent, said consent shall not be unreasonably withheld or delayed, and which consent may be conditioned upon the Tenants removal of such fixtures and restoration of the leased premises to their original condition at Tenants sole expense at the termination of tenancy. Tenant shall request in writing Landlords permission for such work, and such request must include a reasonably detailed written description of the scope of the desired work, plus plans and schematics if available. Tenant shall be responsible for obtaining and shall obtain all required building permits for such work, and shall provide a copy of same to Landlord at the conclusion of such work, Landlord shall have the right to inspect same, and Tenant shall provide "as-built" drawings and plans to Landlord reflecting the changes made.

All alterations, additions or improvements made by Tenant to or upon the leased premises (except signs, equipment, counters, other removable trade fixtures, interior decorations which shall remain the property of Tenant and are removable by them) shall at once, when made or installed, be deemed to have attached to the freehold as permanent fixtures and shall become Landlords property. Tenant shall not make any roof/wall holes or penetrations to the outside without written permission from the Landlord. Subsequent water damage to any part of the building caused by a roof or wall penetration (approved or not) will be the responsibility of the Tenant.

At the termination of the lease, and with notice, Tenant shall immediately remove all its personal property and removable trade fixtures. If Tenant fails to do so, Landlord may, with notice, remove and store the same at Tenants expense. Tenant will promptly reimburse Landlord for the expense to such removal and storage, upon receiving Landlords statement. If tenant fails to pay for such expense within thirty (30) days of receiving Landlords statement therefore, Landlord may sell Tenants property to pay such expenses and other amounts owing to Landlord by Tenant.

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It is further agreed that anything remaining upon or removed from the leased premises thirty (30) days after the termination of this lease shall become the property of Landlord, at Landlords option, subject to the rights reserved to Landlord in the Lease herein before set forth.

**SIGNS**

Landlord and Tenant shall mutually agree upon the design and location of Tenants exterior sign. The sign shall be of professional quality and of similar quality and size as the signs of the other tenants in the building and shall comply with all applicable state, county or local laws, city ordinances and zoning. The design of the sign shall be submitted to Landlord prior to the placement and installation for Landlords approval and such approval shall not be unreasonably withheld or delayed.

*(Signature)*

*Page 4 RD*

**UTILITIES**

Utilities at 100; suites 210 & 208 West Main Street are:  
St. Clairsville Municiple                      J&J Refuse

Electric    Garbage Removal  
Water  
Sewage

Columbia Gas

Lanldord is responsible for all utility expenses

*Lee*

**INSURANCE**

(a) Liability Insurance. Tenant shall carry, maintain, and deposit proof with  
Landlord of general liability insurance or self-insurance in the amount of at least  
~~PROOF NOT REQUIRED. INSURANCE REQUIRED~~ ~~combined single limit coverage of~~  
bodily injury, property damage, or some combination thereof, for damages caused or  
occurring on or about the leased premises or caused by Tenant, its agents, employees, or  
business invitees. Tenant shall, at least annually, furnish Landlord with certificates or  
other documentation evidencing such insurance.

**Public Liability, Fire, and Casualty Insurance.** Landlord shall maintain fire and standard casualty insurance upon the building, including the leased premises and General Liability Insurance on the common areas outside the leased premises and such expense shall be part of the common Triple Net Expenses.

(c) **Tenant's Personal Property.** Tenant shall be responsible for maintaining its own insurance upon its own personal property, inventory, equipment, leasehold improvements, and trade fixtures owned or claimed by it in an amount to be determined by Tenant. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft, or other casualty.

**14. WAIVER OF SUBROGATION**

Notwithstanding anything herein to the contrary, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and their respective officers, agents and employees, from any and all claims or demands for damages, loss, expense, or injury to the leased premises, or to the furnishings, fixtures, equipment or inventory or other property of either Landlord or Tenant in, about or upon the leased premises, as the case may be, caused by or resulting from perils, events or happenings which are covered by the insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent and amount permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby, or the expense of such insurance is not thereby increased and further provided that such waiver shall be effective only to the extent of insurance proceeds actually received.

**CONDITION OF LEASED PREMISES**

Upon taking possession of the leased premises on the Occupancy Date, Tenant shall inspect the premises with the Landlord or manager. A list of items will be used to determine the condition of the premises. The tenant has 15 days to report any findings not discovered upon original inspection made the day possession is taken. The tenant must report the items in writing. The Landlord will promptly make note of or repair the items in a timely fashion as needed.

Items not listed on the original inspection report that are found upon the move-out inspection will be the responsibility of the Tenant financially for repairs.

Items promised as condition of Lease Agreement: Paint Interior Walls, Clean Carpets, Repair Ceiling Tiles

If Tenant does not give Landlord notice of any such defects within said fifteen (15) day period, Tenant shall have been deemed to acknowledge receipt of the leased premises in good condition and repair and in all respects satisfactory and acceptable to Tenant.

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Further, at all times during the term of this tenancy, Tenant shall immediately notify Landlord of any subsequent damages, defects or conditions occurring upon the leased premises which may, if continued, further damage the leased premises (such as water leaks, plumbing or electrical problems, heating failures, and the like).

**TENANT'S POSSESSION; LANDLORD'S RIGHT TO INSPECT**

Landlord covenants with Tenant that upon paying the rent and performing the terms, covenants and agreements in this Lease set forth, Tenant shall, at all times during the term or any extension of the term hereof, be entitled peacefully and quietly to have, hold, and enjoy the leased premises.

Tenant agrees to allow Landlord, or its agents, reasonable access at reasonable times to show the premises to prospective buyers or lenders at any time during the term hereof; or to prospective successor tenants if Tenant's lease will be expiring within six (6) months. Further, Landlord and its agents shall have the right to reasonable access to the leased premises at reasonable times upon no less than twenty-four hours prior notice to ascertain whether the leased premises are in good repair and or to make such repairs or maintenance which Landlord may be required to make or feel desirable. The requirement of advance notice shall not apply in situations deemed to be an emergency by the Landlord (fire, water leaks, or other situations which may affect or endanger the building or its tenants, etc.).

**REPAIR AND MAINTENANCE**

The Landlord is responsible for repairs and maintenance concerning issues not caused by the Tenant, such as HVAC, plumbing, water, electrical. Landlord is responsible for the replacement of light bulbs to existing light fixtures.

The Landlord is responsible for all structural and exterior defects not caused by tenants

Landlord is responsible for snow and ice removal to building entrance, parking and walkways.

MAINTENANCE CONTACT IS	KEITH GROGAN	906-298-1290
PROPERTY MANAGER	LURAN WILLIAMS	740-839-9169

Service orders or requests may also be submitted to the office at:  
100 West Main Street  
Suite 202  
St. Clairsville, Ohio 43950  
Telephone: 740-449-2454  
Email: zelproperties2019@gmail.com



#### CLEANLINESS AND WASTE

Tenant shall keep the leased premises, inside and outside, in a neat, clean, and sanitary condition, free from waste and other debris. Receptacles are provided for trash and any other garbage from tenant must be used accordingly. Tenant shall not place trash or cardboard outside the receptacles. Tenant shall not allow any hazardous substances to be deposited or remain in or about the leased premises. Tenant shall store all items pertaining to its business operations inside the leased premises and not in common parking or walk areas. Tenant shall not allow hazardous or legally prohibited liquids or solids to be placed in the sewer system or in the grounds in the area of the leased premises. At the termination of this Lease, Tenant shall clean and repair any and all soiling and/or damages to the leased premises, including marks, scratches, holes, dirt, and grease, and damages to the walls, floors, floor coverings, ceilings, and fixtures, normal wear and tear excepted.

It is a general management policy of the Landlord that pets are not allowed in the building or on the premises, with the exception of bona fide service animals and other animals specifically approved by Landlord

Cigarette or cigar smoking is not allowed at any time in the building and is only permitted outside the building at a distance of at least 30 feet from doorways or windows. All cigarettes and cigars must be extinguished and disposed of properly and safely. Littering the premises is not permitted.

#### LIENS

Tenant shall not permit any lien to be attached to the leased premises by reason of any act or omission on its part and agrees to save and hold Landlord harmless from or against such lien or claim of lien.

If any lien does attach and any claim of lien is made and shall not be released within fifteen (15) days after notice from Landlord to Tenant to release the same, Landlord, at its option, may pay and discharge the same. In this case, the amount paid by Landlord shall be added to and become part of the next succeeding installment of rent, shall be deemed rent payable hereunder, and shall bear interest at the rate of twelve percent (12%) from the date advanced by Landlord until paid; provided, however, if Tenant desires in good faith to contest the validity of any such lien, it may do so and in such event Landlord shall not discharge the lien and assess additional rent until the validity of the lien is legally established. However, if Landlord's mortgagor legally



requires and demands that the lien be released or paid, Tenant shall, upon demand, cause the lien to be released by furnishing bond or otherwise.

#### **DEFAULT**

Occurrence of one or more of the following events shall constitute an event of default by Tenant:

(a) If Tenant shall fail or neglect to pay the rent when due, or shall fail to pay any other money required to be paid by Tenant, and such default(s) shall continue for a period of ten (10) days following written notice, delivered by Landlord to Tenant, advising of the default and demanding a cure of same; or,

(b) If Tenant shall default in the performance of any other obligation or duty of Tenant under this Lease, or if Tenant shall commit waste or allow a nuisance to exist on the leased premises, and such default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Tenant shall cure such default, or if such default cannot be cured within thirty (30) days, Tenant shall, within said thirty (30) day period, commence to cure such default and shall thereafter continue to use reasonable due diligence in the curing thereof, provided that as to any event of default which is not ongoing and not capable of cure by the Tenant, no such notice and cure period shall be applicable.

If an event of default occurs which remains uncured after any applicable notice and cure period, or which is not capable of cure, then Landlord, upon further written notice to Tenant, shall have the right to pursue any one or more of the following remedies, consistent with and subject to applicable law, at Landlord's discretion and election:

(a) Landlord shall have the immediate right to terminate and cancel Tenant's rights under this lease and re-enter, recover, and resume possession of the leased premises, or

(b) Landlord may continue to assert the validity of the Lease, take possession of the leased premises, pursuant to applicable law, (including unlawful detainer or action for possession), and re-let the leased premises, or any part thereof, for such term or terms, (which may be for a term extending beyond the term of this Lease), at such rent and upon such terms and conditions as Landlord may, in its sole discretion, deem advisable, provided Landlord agrees to proceed in a commercially reasonable manner in re-letting the leased premises. Upon such re-letting, Tenant shall immediately be liable to pay Landlord the reasonable costs and expenses of such re-letting, (including reasonable agents' or brokers' commissions and attorney's fees for the new lease), the reasonable costs and expenses of any alterations or repairs resulting from Tenant's use and reasonably required to be made to the leased premises to make it rentable, and shall be liable to pay to Landlord the amount, if any, by which the rental required to be paid by Tenant in this Lease for the period of such re-letting, (up to, but not beyond, the term of this Lease), exceeds the amount agreed to be paid by the new Tenant as rent for the leased

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premises for such period of re-letting. If Landlord cannot re-let the leased premises for the entire balance of Tenant's term, Tenant shall be liable to pay Landlord for the balance of the rental required by this Lease at the time that such payments become due. No such termination, unlawful detainer action, re-entry, or taking of possession of the leased premises by Landlord shall be construed as an election on their part to terminate Tenant's other obligations under this Lease unless a written notice of such intention is given to Tenant; and or

(c) Landlord shall have recourse to any other remedy provided at law or in equity.

In the event of any termination of this Lease and upon the expiration of the term thereof, Tenant shall yield up quiet, immediate, and peaceful possession to Landlord.

Tenant recognizes and agrees that the obligation to pay rent and all other payments as are required to be paid by Tenant hereunder is independent of all other covenants and agreements herein contained. If Landlord shall commence any proceeding for nonpayment of any rent to which Landlord may be entitled or for breach of this Lease or for termination of this Lease by reason of Tenant's failure to timely cure a default, Tenant agrees that if Tenant does not pay the rent due hereunder during the pendency of the action or deposit the same with the Court, the Court shall immediately return possession of the leased premises to Landlord to enable Landlord to immediately rent the leased premises to third parties.

Landlord's failure to perform or observe any or its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligations(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under law and this Lease, provided that Tenant's obligation to pay Rent during any such cure period shall not be excused, tolled, or suspended in any way, such obligation to pay Rent being an independent covenant of Tenant hereunder, in recognition that Landlord must receive timely payments of Rent in order to operate the building. In the event of any failure, refusal or neglect on the part of the Landlord to cure or correct any defect or deficiency within a reasonable time frame, depending on the nature of the defect or deficiency, and for which the Landlord had received notice, Tenant may, but is not obligated to, cure or correct such deficiency or defect and seek recourse as against the Landlord for the recovery of any such sums expended. In no event, however, may Tenant offset, reduce, or deduct from the successive monthly rent any amounts expended by the

Page 10 *RLW*

Tenant to correct or cure such defect of deficiency. Tenant's obligation to pay Rent hereunder is an independent covenant. Notwithstanding the foregoing, if Landlord's default continues beyond the thirty (30) day cure period described above, then Tenant, at Tenant's option, may elect to terminate this Lease by giving written notice thereof to Landlord, such termination to be effective immediately upon Tenant's notice to Landlord. In the event of such termination, Tenant's obligations hereunder shall cease.

**SUSPENSION OF LEASE IN CASE OF CASUALTY DAMAGE OR PUBLIC AUTHORITY**

Landlord and Tenant agree that if, during the term of this Lease the leased premises shall be injured or destroyed by fire or other casualty or condemned or rendered untenable by public authority, so as to render the leased premises unfit for occupancy, to such an extent that the leased premises cannot be repaired or replaced with reasonable diligence within ninety (90) days from the happening of such injury or act, then either Landlord or Tenant may terminate this Lease as of the date of such damage or act by written notice delivered to the other within fifteen (15) days from the occurrence. Tenant shall immediately surrender the leased premises and all interest therein to Landlord and Tenant shall pay rent only to the time of the said damage or act.

If the leased premises can be restored within ninety (90) days from the happening of the damage or act and if Landlord, within fifteen (15) days from occurrence, elects, in writing, to repair and restore the leased premises within the said ninety days from the happening of the damage or act, then this Lease shall not end or terminate on account of such injury or act. However, the rent and Triple Net Expenses shall not run or accrue after injury and during the process of repairs, except only that Tenant shall, during such time, pay a prorated portion of such rent and Triple Net Expenses apportioned to that portion of the leased premises which are in condition for occupancy and can be effectively used or may actually be occupied by Tenant during such repairing periods.

If, however, the leased premises shall be damaged, but Tenant can use the leased premises to their fullest extent, then Landlord shall repair the same with reasonable promptness. In this case, the rent shall not cease or be abated during such repairing. All equipment, appliances, fixtures, improvements or betterments placed by Tenant on the leased premises, which shall be damaged or destroyed in any of the events aforementioned shall be repaired and replaced by Tenant at its own expense and not at the expense of Landlord.

Except as otherwise herein set forth, Landlord shall not be held to account for any damages to Tenant attributable to fire, acts of God or any failure or defect in the leased premises not reasonably attributable to the intentional or negligent acts or omissions of Landlord or its agents and employees; provided, however, Tenant shall promptly report any failure or defect to Landlord who shall repair or correct such defects with reasonable diligence.

**SUBORDINATION**

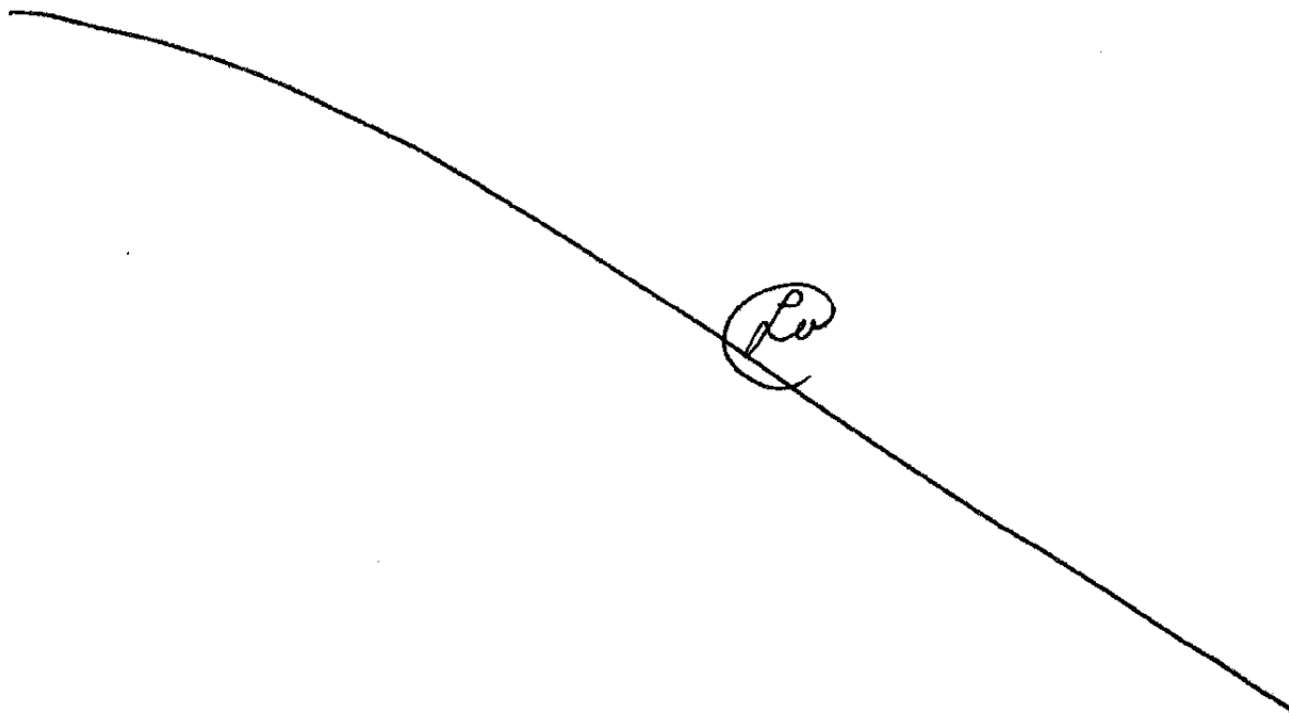
Notwithstanding anything herein to the contrary, Tenant agrees this Lease is and shall be subordinate to any mortgage, trust indenture, or other instrument of security which shall have been or shall be placed against the land and buildings of which the leased premises forms a part; and said subordination is hereby made effective without any further act by Tenant. Tenant agrees that at any time, or from time to time, upon request by Landlord, it will execute and deliver any instruments, releases, estoppel certificates, or other documents that may be required in connection with the subjecting and subordinating of this Lease to the lien of any of said mortgages, trust indentures or other instruments of security, or as may be required by Landlord in connection with a sale of the building. If there is more than one instrument, release, estoppel certificate, or other such document requested in any given Lease Year, and if legal fees are involved on the part of the Tenant to review such documents, the Landlord will reimburse Tenant for its reasonable legal fees to the extent such are reasonable and standard fees for such review.

**NOTICE**

Any notice required to be given by one party, to the other shall be in writing and must be personally served upon a party or served by registered or certified mail, postage prepaid, through the United States Postal Service, and addressed to the respective parties at the following addresses:

<b>LANDLORD:</b>	Chalres Defilippo dba Zel Properties, LLC 100 West Main Street, Suite 202 St. Clairsville, Ohio 43950 Phone: 740-449-2454
<b>TENANT:</b>	<u>Belmont County Commissioners</u> <u>101 West Main Street</u> <u>St. Clairsville, Ohio 43950</u>

Either party may change the above addresses by giving written notice to the other party of such change. If a party's address is changed without such written notice, notice may be addressed to a party's last known address. Notice given in accordance with this provision shall be deemed effective on the earlier of (i) actual receipt, or (ii) three calendar days from the date of mailing.



**WAIVER.**

No waiver of any breach of any agreement, term, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other agreement, term, condition, or covenant.

**ASSIGNABILITY AND SUBLEASING**

Tenant shall not have the right to sublease or assign all or any portion of the leased premises during the Lease Term, without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Any such approved assignment or sublease shall be with recourse to Tenant.

**SUCCESSORS AND ASSIGNS**

Subject to the provisions of the preceding Paragraph, entitled "Assignability and Subleasing", this Lease shall be binding upon and inure to the benefit of the respective parties, their successors and permitted assigns.

**ALL AGREEMENTS CONTAINED HEREIN**

This Lease along with the Exhibits attached hereto, contains all of the agreements of the parties relating to the subject matter; and it supersedes and cancels all prior written or oral agreements between them with reference to the subject real property and premises, including all improvements thereon.

**TIME**

It is mutually agreed by and between the parties that **TIME IS OF THE ESSENCE OF THIS LEASE AGREEMENT, AND OF EACH AND EVERY PROVISION HEREIN.**

**HEADINGS**

The headings and titles of sections and paragraphs of this Lease are inserted merely for convenience and are not to be used in the constructions thereof.

**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.**

**LANDLORD:** Zel Properties, LLC Date: 12-17-19

By: [Signature]  
Signature Luran Williams Agent

**TENANT:** NAME Josh Meyer Date: 12-18-19

Signature: [Signature]

NAME J.P. Dutton DATE 12-18-19

SIGNATURE [Signature]

APPROVED AS TO FORM:

[Signature]  
PROSECUTING ATTORNEY

NAME Jerry Echemann Date: 12-18-19

Signature: [Signature]

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Upon roll call the vote was as follows:

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

Mr. Meyer said the State Auditors are housed on the first level now and are moving to the 2<sup>nd</sup> floor and they are happy to be staying there. The rent will be cut in half.

**IN THE MATTER OF APPROVING THE RELEASE OF ALL CLAIMS FOR KALKREUTH ROOFING AND SHEET METAL/SARGUS JUVENILE DETENTION CENTER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the Release of All Claims for Kalkreuth Roofing and Sheet Metal, for damages that occurred at the Belmont County Sargus Juvenile Detention Center on or about September 6, 2019, in the amount of \$6,275.76.  
Note: Kalkreuth hit the electric box during construction, the damage was covered by their insurance company.

RELEASE OF ALL CLAIMS

005105-001560-GD-01

This Indenture Witnesseth that we, Belmont County Commission, in consideration of the sum of \$6,275.76 Six Thousand Two Hundred Seventy-Five Dollars and 76/100, do hereby for our heirs, personal representatives and assigns, release and forever discharge Kalkreuth Roofing and Sheet Metal, Arch Insurance, Gallagher Bassett and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives or assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from any act or occurrence up to the present time, and particularly on account of all personal injury, disability, property damages, loss or damages of any kind sustained or that we may hereafter sustain in consequence of an accident that occurred on or about the 6th day of September, 2019, at or near 68131 Hammond Rd., St. Clairsville, OH 43950.

To procure payment of the said sum, I hereby declare: that we am more than LEGAL years of age; that no representation about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, have induced us to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident.

The Undersigned Agree(s), as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I understand that the parties hereby released admit no liability of any sort by reason of said accident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that we or our personal representatives might hereafter assert because of said accident.

I declare and represent that any subrogation rights, liens, or claims for reimbursement which have been or may be claimed to exist in favor of any person or entity arising out of or relating to the claim, have been or will be resolved or discharged, through force of law or otherwise, and shall not be or become an obligation of the Released Parties. In the event such a claim, action or other proceeding is brought against the Released Parties, or any of them, I covenant and agree to indemnify the Released Parties and to hold them harmless from any and all claims, liability, judgments, compensatory, exemplary, punitive or statutory damages, losses, costs and expenses of any nature whatsoever (including attorney fees and court costs).

Signed and sealed this 18th day of DECEMBER, 2019.  
(CAUTION - READ BEFORE SIGNING)  
Print name: JOSH MEYER J.P. DUTTON Signature: [Signature] (SEAL)  
JERRY ECHENMANN X [Signature] Representative of Belmont County Commission  
[Signature] X [Signature] Clerk (SEAL)  
Witness

STATE OF OHIO )  
COUNTY OF BELMONT ) SS

On this 18th day of DECEMBER, 2019, before me personally appeared JOSH MEYER, J.P. DUTTON, JERRY ECHENMANN, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Jayne Long  
Notary Public, State of Ohio  
My Commission Expires October 3, 2022

[Signature]  
Notary Public

My commission expires 10/3/22  
Upon roll call the vote was as follows:

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



**IN THE MATTER OF DEDICATION**  
**OF BREEZE HILL SCHOOL ROAD AND**  
**JUDGE PARKER ROAD (PUBLIC ROADS)**  
**WARREN TOWNSHIP, SEC. 17, T-8, R-6**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date December 18, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Dedication of Breeze Hill School Road and Judge Parker Road (Public Roads), Warren Township, Sec. 17, T-8, R-6, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

***NOTICE OF NEW SUB-DIVISION***  
***Revised Code Sec. 711.05***  
***----\*\*\*----***

To: Kent Gallagher, F.O., Warren Township Trustees, 516 N. Chestnut St., Barnesville, OH 43713  
You are hereby notified that the 2nd day of January, 2020, at 9:30 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.  
By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

- Mail by certified return receipt requested
- cc: Warren Township Trustees  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION**  
**TEMPORARILY REDUCING LEGAL AXLE LOAD**  
**LIMIT ON WAYNE TOWNSHIP ROADS/ENGINEER**

Motion made by Mr. Meyer seconded by Mr. Echemann to adopt the following:

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon; and  
**Whereas**, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%); and  
**Whereas**, the Belmont County Engineer has recommended that the Wayne Township Trustees’ request be granted.  
**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2019 and ending April 15, 2020.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-John Drewett of Lashley Hill Road, Shadyside, inquired about his road being closed due to some slips. He said it has been a problem for a long time, he has to take the back way in and out. Mr. Drewett also asked if anyone is talking to Congressmen or anyone to get some money. Mr. Meyer said, “At the end of the day, we understand you’re very frustrated. Road replacement is funded primarily by gasoline tax and license plate fees and the money trickles down to the county and down to the townships. As it trickles down there’s less and less.” Mr. Meyer said slip repairs in Mead Township is on the list of FEMA projects to be worked on. He added the process has been very difficult and it takes time for the money to come in for the issues to get taken care of. Mr. Meyer said they have talked to Congressmen, State Representatives and Senators and they are aware of these issues. They are looking at ways to help municipalities and townships to fund these issues. Mr. Meyer explained the County Engineer has had projects lined up for two years due to the (FEMA) process taking so long. He said people are working very diligently to have that work done.  
Mr. Dutton said Mead Township Trustees worked to keep the road open as long as they could, but there were safety concerns. They hired an engineer look at it and asked the county engineer’s opinion. They watched the cracks and movement and there was no other choice but to close the road. He said the Board of Commissioners has no jurisdiction or responsibility regarding the local roads, but they help out as much as possible. They contribute to the Transportation Improvement District for local projects but don’t have to. They are also in the process of working on grants with the Engineer’s office to fund two projects through the Ohio Public Works Committee and giving him (matching) funds in hopes of getting those grants. Mr. Dutton said the Board also forgoes their Local Government Funds which was almost \$300,000 this year and they pass it on to the townships. They also have sent letters to representatives stating that more of the severance tax should come back to the counties. Mr. Dutton said they will continue their efforts and reach out to everyone again.

**Recess until 12:30 agenda item**

**Reconvened at 11:41 a.m. Present Commissioners Meyer, Echemann and Dutton and Jayne Long, Clerk**

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective December 18, 2019, in the amount of \$5,750 per net leasehold acre for 24.08142 acres located in Richland, Wheeling, Union and Colerain Townships, for a five-year term, 20% royalty. Total Payment Amount: \$138,276.82.

**PAID-UP**  
**OIL & GAS LEASE**

Lease No. \_\_\_\_\_

This Lease made this 18th day of December, 2019, by and between: **The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann 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 Townships of Richland, Wheeling, Union, Colerain, and Pease, in the County of Belmont, in the State of Ohio, and described as follows:  
Township: 7; Range: 4; Section: 29; NW ¼: Tax Parcel No.: Unknown (Includes all roads and alleys in P.B. Caldwell's Second Addition to Bannock, Cabinet B, Slide 227-1), Containing 0.246052 acres  
Township: 7; Range: 4; Section: 29; NW ¼: Tax Parcel No.: Unknown (Includes all roads and alleys in George A. Caldwell's Addition to Bannock, Cabinet B, Slide 220-1), Containing 0.142447 acres  
Township: 7; Range: 4; Section: 30; SE ¼: Tax Parcel No.: 50-60001.000, Containing 0.31 acres  
Township: 7; Range: 4; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Lee Road and Atwood Road in W.R. Allison's Plan of Lots, Cabinet D, Slides 30-31), Containing 2.412583 acres  
Township: 7; Range: 4; Section: 30; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Shank Road in and around John E. Gossett's 1st Addition to Bannock, Ohio, Cabinet B, Slides 205-2, 223-2 & 224-1, & Cabinet D, Slides 108 & 119), Containing 0.32 acres  
Township: 7; Range: 4; Section: 36; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Clover Ridge Drive in Clover Ridge, Cabinet E, Slide 131), Containing 1.279 acres  
Township: 7; Range: 4; Section: 36; NE ¼: Tax Parcel No.: Unknown (Includes all portions of State Route 331 in Clover Ridge, Cabinet E, Slide 131), Containing 1.018 acres  
Township: 8; Range: 5; Section: 6; SW ¼: Tax Parcel No.: Unknown (Includes all portions of McDuff Drive and Harrah Street in Pollock's 1st Addition to Lafferty, Cabinet B, Slide 122-1), Containing 0.980104 acres  
Township: 8; Range: 5; Section: 6; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Mount Hope Road in Pollock's 2nd Addition to Lafferty, Cabinet B, Slide 147-1), Containing 0.496941 acres  
Township: 8; Range: 5; Section: 6; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Mount Hope Road, Oak Hill Road and Center Street in Jorden's 1st Addition to Lafferty, Cabinet B, Slide 116-2), Containing 0.613171 acres  
Township: 8; Range: 5; Section: 6; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Front Street, 1st Street and 2nd Street in Jorden's 2nd Addition to Lafferty, Cabinet B, Slide 119-2), Containing 1.853667 acres  
Township: 7; Range: 4; Section: 28; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Allison Avenue, Carmichael Avenue, Barrett Avenue, Ellsworth Avenue and Hammond Road in Wyngate Subdivision, Cabinet E, Slide 363), Containing 1.572 acres  
Township: 6; Range: 3; Section: 30; NW & SW ¼: Tax Parcel No.: Unknown (Includes all portions of Posocco Lane in Dedication Plat for Posocco Drive, Cabinet E, Slide 380), Containing 2.276 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's Addition, Cabinet C, Slide 291), Containing 0.069 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 2nd Addition, Cabinet C, Slide 315), Containing 0.069 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 3rd Addition, Cabinet C, Slide 332), Containing 0.138 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 4th Addition, Cabinet C, Slide 356), Containing 0.069 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 5th Addition, Cabinet C, Slide 105), Containing 0.069 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 6th Addition, Cabinet C, Slide 120), Containing 0.138 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 7th Addition, Cabinet C, Slide 161), Containing 0.138 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 8th Addition, Cabinet C, Slide 177), Containing 0.069 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 9th Addition, Cabinet C, Slide 200), Containing 0.13 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 10th Addition, Cabinet C, Slide 251), Containing 0.197 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Herbert & Costine's 11th Addition, Cabinet D, Slide 303), Containing 0.069 acres  
Township: 6; Range: 3; Section: 30; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Crescent Road in Posock's Subdivision, Cabinet A, Slide 37), Containing 1.36 acres  
Township: 6; Range: 3; Section: 30; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Crescent Road in Posock's Second Subdivision, Cabinet C, Slide 109), Containing 0.2 acres  
Township: 6; Range: 3; Section: 30; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Crescent Road in Laura-Lee Subdivision, Cabinet C, Slide 280), Containing 0.47 acres  
Township: 5; Range: 3; Sections: 29 (NE ¼) & 23 (NW ¼): Tax Parcel No.: Unknown (Includes all portions of Main Street in Albert's Subdivision No. 1, Cabinet C, Slide 313), Containing 0.3 acres  
Township: 6; Range: 3; Section: 15; NW & SW ¼: Tax Parcel No.: Unknown (Includes all portions of Floral Road and Thomas Drive and High Ridge Road in Wyndglade Acres, Cabinet A, Slide 193), Containing 1.492 acres  
Township: 6; Range: 3; Section: 15; NW & SW ¼: Tax Parcel No.: Unknown, (Includes all portions of Maple Drive (f/k/a Stobbs Drive), Locust Drive, Poplar Drive and High Ridge Road in Stobbs Subdivision and Stobbs Estates, Cabinet C, Slide 176 and Cabinet D, Slide 251), Containing 2.336 acres  
Township: 7; Range: 3; Section: 25; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Crescent Road, Center Street, Front Street, Alley A and Alley C in Crescent View, Cabinet B, Slide 214), Containing 1.688269 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Hardesty's Addition, Cabinet C, Slide 282), Containing 0.206 acres  
Township: 6; Range: 3; Section: 30; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Three West Subdivision, Cabinet F, Slide 87), Containing 0.0811 acres  
Township: 8; Range: 4; Section: 7; NE ¼: Tax Parcel No.: Unknown (Includes all roads and alleys in Midway Subdivision, Cabinet B, Slide 340), Containing 1.239808 acres

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

and described for the purposes of this agreement as containing a total of 24.048142 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. **December 18, 2019** (effective date) to 11:59 P.M. **December 17, 2024** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi)

if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SURRENDER.** Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so

surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

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

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

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

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

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

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

LESSOR:  
**The Belmont County Board of Commissioners**

Josh Meyer /s/  
**By: Josh Meyer, President**  
Jerry Echemann /s/  
**By: Jerry Echemann, Vice-President**  
J. P. Dutton /s/  
**By: J.P. Dutton, Commissioner**  
APPROVED AS TO FORM:  
David K. Liberati Assist. P.A.  
BELMONT COUNTY PROSECUTOR

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

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

**EXHIBIT “A”**

This Exhibit “A” is attached to and made a part of that certain Oil and Gas Lease dated December 18, 2019, by and between **The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, as Lessor(s), and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, as Lessee (“Lease”), to wit:

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

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

1. **Compliance.** Lessee’s operations under said land shall comply with all applicable federal and state regulations.
2. **No Surface Rights.** Notwithstanding any language to the contrary contained in the Lease or this Exhibit “A”, Lessor does not grant and Lessee does not acquire any surface rights. Lessee shall not conduct any Surface Operations on, or use the surface of, the Leasehold except where and as agreed to in a separate, written agreement signed by the parties. Surface Operations shall include by way of example and not of limitation any use of the Leasehold for a well site, staging area, surface or subsurface waterlines, surface or subsurface pipelines, roads, water impoundments, telephone, electric power lines, structures, machinery, gates, meters, regulators, tools, appliances, materials and other equipment, or as a site for equipment, tanks, tank batteries, separators, compressors, dehydrators, gas treatment facilities, processing facilities, or other facilities. The parties agree that no language in the Lease or attached Exhibit “A” shall give the Lessee any right to conduct surface activities on the Leasehold.
3. **No Storage Rights.** Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described Leasehold shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the Leasehold with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party’s offering within 30 days of receipt of notice from Lessor.
4. **Disposal Wells.** Lessee is not granted any right whatsoever to use the Leasehold, or any portion thereof, for construction and/or operation of any disposal well, injection well, or the construction and/or operation of water disposal facilities. Lessor does not grant and Lessee does not acquire any right to use any portion of the Leasehold for the disposal of any type of foreign matter or material or any drainage, saltwater, brine, or waste, including without limitation any industrial, municipal, hazardous, or radioactive waste. The right to dispose of or inject any waste products, including, but not limited to, waste water and/or brine on or below the Leasehold is specifically excluded from this Lease.
5. **Oil and Gas Only.** This Lease shall cover only oil and gas, casinghead gas, casinghead gasoline and other gases and their respective constituent vapors, liquid or gaseous hydrocarbons (but no coalbed methane) that may be produced in association therewith through the well bore. All other minerals including, but not limited to, lignite, coal, uranium, other fissionable material, geothermal energy, sulphur, gravel, rock, stone, copper and metallic ores are not included in this Lease.
6. **Formations Granted.** Lessor reserves all oil, gas and other mineral rights from the surface to the top of the Queenston Shales, other than such rights allowed to Lessee to drill through such reserved portions as are necessary for Lessee to have access to the Queenston Shales and below. This Lease shall only cover formations below the Queenston Shales, including but not limited to the Utica and Point Pleasant formations.
7. **Leasehold Identification.** Notwithstanding any other provision in the Lease, including that provision being what is commonly known in lease terminology as a “Mother Hubbard Clause,” it is understood and agreed that the Lease is valid only as to the specific parcels described and identified in the Lease. This Lease does not include any parcels adjacent or contiguous to the land described in the Lease which are not specifically described in the Lease. If a survey or an examination of real property records should reveal that the parcels identified in the Lease contain more than 24.048142 acres, the Lease will include such additional acreage and Lessee shall pay Lessor a bonus payment thereon.
8. **Lease Term.** This Lease shall continue beyond the primary term only for as long as oil, gas or other liquid hydrocarbons are produced in paying quantities from the Leasehold (or lands pooled or unitized therewith) or Lessee is conducting Operations in search of oil and gas under the Leasehold with no cessation of more than ninety (90) consecutive days. If there is a dispute concerning the extension of

the Lease beyond the primary term, payments to the Lessor shall not be conclusive evidence that the Lease has extended beyond the primary term.

9. **Operations.** “Operations” shall mean only (a) the production of oil, gas or other liquid hydrocarbons in paying quantities subsequent to drilling or (b) the actual drilling, completing, stimulating, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, conducted in good faith and with due diligence. Operations in search of oil, gas and their constituents shall be deemed to commence when the top hole is spud, i.e., the drill bit has hit the ground.
10. **Gross Royalty.** The Lessee covenants and agrees to pay the Lessor, for all oil, gas, associated hydrocarbons, and marketable by-products produced from the Leasehold, a royalty equal to TWENTY percent (20.0%) of the gross proceeds of all oil and gas, and all of their liquid and gaseous constituents produced from or on the Leasehold and sold by Lessee in an arms-length transaction with an unaffiliated bona fide purchaser. It is the intent of the parties hereto that the royalty to be paid is based on the gross proceeds paid to Lessee by an independent third party. The royalty set forth in this Lease shall apply to all oil and gas, and all of their liquid and gaseous constituents, in, on and underneath the Leasehold, including but not limited to natural gas liquids (including but not limited to ethane, pentane, propane, butane and natural gasoline), casinghead gas, condensate, oil and/or other hydrocarbon byproducts removed or recovered from the Leasehold or lands pooled/unitized therewith. For purposes of this Lease, “gross proceeds” means the total consideration paid to Lessee for oil and gas, and all of their liquid and gaseous constituents, produced from the Leasehold free and clear of all costs and expenses. Lessee and Lessor agree that royalties accruing to Lessor under this Lease shall be paid without deduction, directly or indirectly, of any pre-production or post-production costs and/or expenses including but not limited to those relating to producing, gathering, storing, dehydrating, compressing, processing, separating, fractionating, treating, transporting, stabilizing and marketing the oil, gas and other products produced hereunder.

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

**11. Pugh Clause.**

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

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

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

13. **Signing Bonus.** Lessee agrees to pay Lessor a signing bonus of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) for each net acre contained within the Leasehold. This signing bonus shall be paid under the terms set forth in the associated Order of Payment.

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

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

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

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

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

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



recorded cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.

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

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

In the event the water quality of such water source(s) is reduced and/or materially and adversely altered or polluted primarily as a result of Lessee's operations, Lessee shall take any and all reasonable steps to restore the water supply to its condition prior to Lessee's operations. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor's use of the damaged water supply prior to Lessee's operation and shall comply with all applicable regulations of the State of Ohio and

the Federal government. Lessee shall not be responsible for diminished water quality of Lessor’s water source(s) due to causes out of Lessee’s control, including but not limited to seasonal variability and drought conditions.

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

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

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

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

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

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

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

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

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

**LESSOR:**

**The Belmont County Board of Commissioners**

*Josh Meyer /s/*

**By: Josh Meyer, President**

*Jerry Echemann /s/*

**By: Jerry Echemann, Vice-President**

*J. P. Dutton /s/*

**By: J. P. Dutton, Commissioner**

Upon roll call the vote was as follows:

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

**Recess until 12:30 agenda item**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 12:31 P. M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 2:11 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 2:1 p.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is no action to be taken at this time. The meeting will remain open for the remainder of the year in case any further action is needed.

**Reconvened Friday December 20, 2019, at 9:24 a.m. Present: Commissioners Meyer and Dutton and Bonnie Zuzak, Assistant Clerk  
Absent: Commissioner Echemann**

**IN THE MATTER OF ENTERING INTO A MEMORANDUM  
OF UNDERSTANDING WITH THE FOLLOWING REGARDING  
THE APPROVED 2019 HOLIDAY LEAVE SCHEDULE ONLY**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a Memorandum of Understanding with the following regarding the approved 2019 Holiday Leave Schedule only:

- AFSCME, Ohio Council 8, Local 3678, for those employees of Senior Services covered by the current collective bargaining agreement.
- AFSCME, Ohio Council 8, Local 3073, for those employees of the Department of Job and Family Services covered by the current collective bargaining agreement.
- AFSCME, Ohio Council 8, Local 702, for those employees of the Building and Grounds Department covered by the current collective bargaining agreement.
- UWUA Local 492, for those employees of Water and Sewer District covered by the current collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING**  
**Regarding Holiday Leave Schedule**  
**American Federation of State, County and Municipal Employees Council 8**  
**Belmont County Commissioners re Senior Services**

This Memorandum of Understanding (“MOU”) is entered into between the American Federation of State, County and Municipal Employees, Ohio Council #8, Local 3678, (“Union”) and the Belmont County Board of Commissioners (“Commissioners”). This MOU explains the parties intent regarding the designation of holidays under Article 27 of the collective bargaining agreement between the Commissioners and the Union that took effect as of April 1, 2019 (the “CBA”).

The parties agree to add a paid full holiday scheduled December 24, 2019 (Christmas Eve, one (1) full day straight time). This MOU shall only be in force and effect for the 2019 calendar year. Unless a subsequent agreement is reached the Union shall retain only those holidays currently listed in Article 27 of the CBA during the 2020 calendar year. This action shall not set a precedent regarding the designation of holidays beyond 2019 and this MOU shall not form the basis for any claim of past practice or entitlement to advancement in the futures.

FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS <u>Josh Meyer /s/</u>  <u>J. P. Dutton /s/</u>	FOR AFSCME LOCAL 3678  <u>D. Talstein /s/ Staff Rep. AFSCME OC 8</u>
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**MEMORANDUM OF UNDERSTANDING**  
**Regarding Holiday Leave Schedule**  
**American Federation of State, County and Municipal Employees Council 8**  
**Belmont County Commissioners re Department of Job and Family Services**

This Memorandum of Understanding (“MOU”) is entered into between the American Federation of State, County and Municipal Employees, Ohio Council #8, Local 3073, (“Union”) and the Belmont County Board of Commissioners (“Commissioners”). This MOU explains the parties intent regarding the designation of holidays under Article 27 of the collective bargaining agreement between the Commissioners and the Union that took effect as of November 1, 2017 (the “CBA”).

The parties agree to exchange a full day paid holiday for the currently scheduled half day on December 24, 2019 (Christmas Eve). This MOU shall only be in force and effect for the 2019 calendar year. Unless a subsequent agreement is reached the Union shall retain only those holidays currently listed in Article 27 of the CBA during the 2020 calendar year. This action shall not set a precedent regarding the designation of holidays beyond 2019 and this MOU shall not form the basis for any claim of past practice or entitlement to advancement in the futures.

FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS <u>Josh Meyer /s/</u>  <u>J. P. Dutton /s/</u>	FOR AFSCME LOCAL 3073  <u>Breen McNally /s/ Staff Rep. AFSCME OC 8</u>
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**MEMORANDUM OF UNDERSTANDING**  
**Regarding Holiday Leave Schedule**  
**American Federation of State, County and Municipal Employees Council 8**  
**Belmont County Commissioners re Building and Grounds Department**

This Memorandum of Understanding (“MOU”) is entered into between the American Federation of State, County and Municipal Employees, Ohio Council #8, Local 702, (“Union”) and the Belmont County Board of Commissioners (“Commissioners”). This MOU explains the parties intent regarding the designation of holidays under Article 27 of the collective bargaining agreement between the Commissioners and the Union that took effect as of March 1, 2019 (the “CBA”).

The parties agree to add a paid full holiday scheduled December 24, 2019 (Christmas Eve, eight (8) hours holiday pay). This MOU shall only be in force and effect for the 2019 calendar year. Unless a subsequent agreement is reached the Union shall retain only those holidays currently listed in Article 27 of the CBA during the 2020 calendar year. This action shall not set a precedent regarding the designation of holidays beyond 2019 and this MOU shall not form the basis for any claim of past practice or entitlement to advancement in the futures.

FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS <u>Josh Meyer /s/</u>  <u>J. P. Dutton /s/</u>	FOR AFSCME LOCAL 702  <u>Breen McNally /s/ Staff Rep AFSCME CO 8</u>
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**MEMORANDUM OF UNDERSTANDING**  
**Regarding Holiday Leave Schedule**  
**Utility Workers Union of America**  
**Belmont County Commissioners re Water and Sewer District**

This Memorandum of Understanding (“MOU”) is entered into between the Utility Workers Union of America, (“Union”) and the Belmont County Board of Commissioners (“Commissioners”). This MOU explains the parties intent regarding the designation of holidays under Article 23 of the collective bargaining agreement between the Commissioners and the Union that took effect as of February 7, 2019 (the “CBA”).

The parties agree to add a paid full holiday scheduled December 24, 2019 (Christmas Eve, one (1) full day straight time). This MOU shall only be in force and effect for the 2019 calendar year. Unless a subsequent agreement is reached the Union shall retain only those holidays currently listed in Article 23 of the CBA during the 2020 calendar year. This action shall not set a precedent regarding the designation of holidays beyond 2019 and this MOU shall not form the basis for any claim of past practice or entitlement to advancement in the futures.

FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS <u>Josh Meyer /s/</u>  <u>J. P. Dutton /s/</u>	FOR UTILITY WORKERS UNION OF AMERICA  <u>Jason Wensel /s/</u>
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Upon roll call the vote was as follows:

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



December 18, 2019

**Mr. Meyer said the meeting will stay open until the end of the year for any further business if needed.**

**Reconvened Monday, December 30, 2019. Present: Commissioners Echemann and Dutton and Jayne Long, Clerk  
Absent: Commissioner Meyer (sick)**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING**

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

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

Read, approved and signed this 2nd day of January, 2020.

Josh Meyer /s/\_\_\_\_\_

Jerry Echemann /s/\_\_\_\_\_ COUNTY COMMISSIONERS

J. P. Dutton /s/\_\_\_\_\_

We, Josh Meyer and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Josh Meyer /s/\_\_\_\_\_ PRESIDENT

Jayne Long /s/\_\_\_\_\_ CLERK