

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

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

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

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

IN THE TOTAL AMOUNT OF \$4,511,061.60

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

N03 FEMA PROJECTS/ENGINEERS

FROM	TO	AMOUNT
E-9003-N003-N03.055 Engineering Services	E-9003-N003-N08.074 Transfers Out	\$745,778.79

N45 ROADWAY IMPROVEMENT/ENGINEERS

FROM	TO	AMOUNT
E-9045-N045-N50.055 FEMA Projects	E-9045-N045-N28.055 Project PID #112288	\$118,247.50

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$44,661.80

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$399,696.04

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the May 26, 2021 meeting:

A00 GENERAL FUND

E-0055-A004-B19.000	County Buildings	\$1,460.57
E-0257-A015-A15.074	Transfers Out	\$399,696.04

N03 FEMA PROJECTS/ENGINEERS

E-9003-N003-N04.055	Contract Services-Construction	\$440,000.00
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N29 CAPITAL PROJECTS – FACILITIES

E-9029-N029-N20.055	Phase II Renovation of HP Bldg	\$399,696.04
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$230,526.06
E-9801-Y001-Y03.000	Township-Permissive Tax	\$77,984.23
E-9801-Y001-Y05.000	Pease Township	\$3,728.00
E-9801-Y001-Y06.000	Goshen Township	\$1,820.00
E-9801-Y001-Y07.000	Warren Township	\$2,587.64
E-9801-Y001-Y08.000	Pultney Township	\$3,748.00
E-9801-Y001-Y09.000	Flushing Township	\$736.00
E-9801-Y001-Y10.000	Colerain Township	\$1,581.00
E-9801-Y001-Y11.000	Kirkwood Township	\$159.00
E-9801-Y001-Y12.000	Mead Township	\$933.00
E-9801-Y001-Y13.000	Richland Township	\$2,629.50
E-9801-Y001-Y14.000	Smith Township	\$577.50
E-9801-Y001-Y15.000	Somerset Township	\$520.50
E-9801-Y001-Y16.000	Union Township	\$715.50
E-9801-Y001-Y17.000	Washington Township	\$261.00
E-9801-Y001-Y18.000	Wayne Township	\$291.00
E-9801-Y001-Y19.000	Wheeling Township	\$741.00
E-9801-Y001-Y20.000	York Township	\$312.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **CASINO REVENUE Q4 2020 AND Q1 2021/GENERAL FUND-Deposited into R-0010-A000-A06.500 on various dates:**

May 26, 2021

4th Quarter 2020 Casino Money-\$194,508.78

1st Quarter 2021 Casino Money-\$205,187.26

GENERAL FUND/REIMBURSEMENT FROM VETERANS SERVICES-\$1,460.57 deposited into R-0050-A000-A45.500 Refunds and Reimbursements on 05-18-2021 (*Money was received Belmont County Veterans Services for the reimbursement supplies and materials purchased for the new building at 400 Imperial Plaza, Bellaire, Ohio*)

N29 FUND/CASINO REVENUE Q4 2020 AND Q1 2021-\$399,696.04 transferred from the General Fund line E-0257-A015-A15.074 to line R-9029-N029-N04.574 of the N29 Fund on 05/26/2021.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated May 26, 2021, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-Jeff Felton to Lewis Center, OH, on June 11, 2021 to attend the ODJFSDA General Membership meeting. Estimated expenses: \$159.48. Jeff Felton to Lewis Center, OH, on June 24 to June 25, 2021, to attend the PCSAO Executive meeting. Estimated expenses: \$499.48. Megan Maffe to Athens, OH, on August 2 to August 4, 2021, to attend the Adoption Assessor Training. Estimated expenses: \$396.40. Christine Parker to Lewis Center, OH, on June 24 to June 25, 2021, to attend the PCSAO Executive meeting. Estimated expenses: \$499.48.

RECORDERS-Jason Garczyk to Newark, OH, on June 13 to June 16, 2021, to attend the Ohio Recorders' Association Summer Continuing Education Conference. A county vehicle will be used for travel. Estimated expenses: \$288.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 19, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF HAYGEN MOWDER, INTERMITTENT RN/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Haygen Mowder, Intermittent Registered Nurse at the Belmont County Jail, effective May 26, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING LLOYD COPE AS A SUMMER EMPLOYEE AT WATER & SEWER DISTRICT

Motion to made by Mr. Echemann, seconded by Mr. Meyer hire Lloyd Cope as a summer employee at the Belmont County Water & Sewer District, effective June 1, 2021, at minimum wage.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF ROBERT GRIFFITH, PART-TIME DELIVERY WORKER (DRIVER)/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Robert Griffith as part-time Delivery Worker (Driver) with Senior Services of Belmont County, effective June 1, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF DAVID RICE, PART-TIME DELIVERY WORKER (DRIVER)/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire David Rice as part-time Delivery Worker (Driver) with Senior Services of Belmont County, effective June 7, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING
THE INCREASE OF SEWER AND WATER RATES**

WHEREAS, the Belmont County Water and Sewer District had a detailed rate study performed through Rural Community Assistance Partnership (RCAP); and

WHEREAS, the rate study has taken into consideration our current USDA funded improvement projects, as well as future Capital Improvement projects; and

WHEREAS, it becomes necessary on occasion to adjust those rates and fees to keep pace with inflation and other increased costs for operation and maintenance of the water and sewer system.

NOW THEREFORE BE IT RESOLVED, that the cost of providing sewer and water service will be adjusted to the following rates as follows:

SEWER

July 1, 2021	Minimum Bill: \$39.38	Rate per 1,000 gallons: \$6.75
January 1, 2022	Minimum Bill: \$41.74	Rate per 1,000 gallons: \$7.16
January 1, 2023	Minimum Bill: \$44.24	Rate per 1,000 gallons: \$7.58
January 1, 2024	Minimum Bill: \$46.90	Rate per 1,000 gallons: \$8.04
January 1, 2025	Minimum Bill: \$49.71	Rate per 1,000 gallons: \$8.52

Beginning January 1, 2026, an automatic inflationary increase of 2.5% will be effective annually.

Collection only customers whose sewage is treated by East Ohio Regional Wastewater Authority shall be charged a flat monthly rate of \$3.50 as a maintenance fee for BCWSD's sewer lines.

WATER

January 1, 2022	Minimum Bill: \$21.90	Rate per 1,000 gallons: \$6.25
January 1, 2023	Minimum Bill: \$23.98	Rate per 1,000 gallons: \$6.85
January 1, 2024	Minimum Bill: \$26.26	Rate per 1,000 gallons: \$7.50

Beginning January 1, 2025, an automatic inflationary increase of 2.5% will be effective annually.

Motion made by Commissioner Echemann, seconded by Commissioner Meyer to adopt the foregoing Resolution and upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS
AND THE BELMONT COUNTY ANIMAL RESCUE LEAGUE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Memorandum of Understanding between the Board of Belmont County Commissioners and the Belmont County Animal Rescue League regarding the provision of Humane Officer duties.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into as of the date last signed by the parties hereto and between the Board of Belmont County Commissioners, Belmont County, Ohio, (hereinafter "the Commissioners"), a body corporate and politic of the State of Ohio, and the Belmont County Animal Rescue League (hereinafter "BCARL"), an Ohio corporation not-for-profit that is actively engaged in the promotion of care of domestic animals in Belmont County; and BCARL is a county society organized under Ohio Revised Code Section 1717.05. The Commissioners operate the county animal shelter ("Shelter") located at 45244 National Road, St. Clairsville, OH 43950.

WITNESSETH

WHEREAS, the parties mutually recognize the importance of investigating and prosecuting any person guilty of an act of cruelty to animals; and

WHEREAS, one of the objectives of BCARL is the inculcation of Humane principles and the enforcement of the laws for the prevention of cruelty to animals; and

WHEREAS, BCARL is authorized to appoint agents for the purpose of prosecuting any person guilty of an act of cruelty to animals; and

WHEREAS, BCARL has agreed to provide an individual(s) to perform the duties of Humane Agent pursuant to Ohio Revised Code Section 1717.06; and

WHEREAS, BCARL has agreed to appoint one or more Humane Society Agents through the Belmont County Probate Court; and, BCARL desires to assume the responsibility for enforcing the animal cruelty laws for and prosecuting the violators thereof; and

WHEREAS, the Commissioners support the endeavors of BCARL to enforce the animal cruelty laws; and

WHEREAS, Ohio Revised Code Section 1717.07 provides that the Commissioners shall be responsible for a reasonable salary for Humane Agent in an amount not less than one hundred fifty-five dollars per month; and

WHEREAS, the Commissioners and BCARL have agreed that BCARL will continue to work on enforcing the animal cruelty laws and that the Commissioners will be responsible for the payment of a reasonable salary for the work performed as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises set forth herein. The Commissioners and BCARL do hereby agree as follows:

I. ENFORCEMENT OF OHIO'S ANIMAL CRUELTY LAWS

1. BCARL shall be responsible for complying with current law in appointing appropriate individuals to serve as Humane Society Agents for the purpose of enforcing animal cruelty laws. BCARL shall assure that any Humane Society Agent duly appointed by BCARL and approved by the Probate Court pursuant to this contract shall maintain accurate records, including case reports and compilations of all calls, reports, and animal cruelty investigations, prosecutions, and the care and disposition and of any animals seized by the Humane Society Agent.

2. To assist the Humane Agent in his/her duties, County shall make available to BCARL a YELLOW TRUCK and TRAILER more particularly described on Exhibit A attached hereto and made a part hereof by incorporation. The YELLOW TRUCK and TRAILER shall be available for BCARL's use. BCARL shall ensure that the YELLOW TRUCK and TRAILER are only operated by qualified, licensed, and insured individuals, and BCARL shall provide such policies as required by, and insurance satisfactory to, Commissioners, naming Commissioners as an additional insured on said policy. The YELLOW TRUCK and TRAILER shall be utilized during the term of this agreement and any extensions thereof, but shall promptly be returned to the County upon expiration of this agreement.

II. PAYMENT PROVISIONS

1. As reimbursement to BCARL for the cost of one or more Humane Society Agents, and pursuant to Ohio Revised Code Sections 1717.15, Commissioners shall pay to BCARL during the term of this agreement the sum of Ten Thousand Dollars (\$10,000.00) in eleven monthly payments of Eight hundred thirty-three dollars and thirty-four cents and one payment of Eight hundred thirty-three dollars and twenty-six cents, which shall be paid on the 1st day of the month. The required monthly salary of \$155.00 for one humane agent is included in this \$10,000.00. Throughout the term of this contract, the parties understand and agree that this monthly payment shall be for the first Twelve (12) months only, and that should a new contract be entered into upon termination of this contract, or should this contract be extended, the County will endeavor to reduce the monthly sum paid as reimbursement for the Humane Society Agents. BCARL will work with Commissioners to see that said sum is reduced. The Commissioners and BCARL understand and agree that any individual with whom BCARL contracts to serve as Humane Agent shall not be an employee or agent of Commissioners, and shall not report to or take direction from the Commissioners or any of Commissioners' agents.

III. DURATION

- The initial term of this agreement shall be Twelve (12) months commencing upon execution of this agreement. The parties anticipate working together in an attempt to continue the relationship, but neither party shall have the right to renew or extend this agreement without the mutual consent of the other. Either party may terminate this agreement without cause upon Thirty (30) days' notice in writing to the other party. All notices pursuant to this agreement shall be in writing and hand delivered to the person and addressed set forth below.

Commissioners: BCARL:
Belmont County Commissioners MaryEllen Gust
101 West Main Street Its: President
St. Clairsville, Ohio 43950 41981 National Rd. Belmont, OH 43718

IV. MISCELLANEOUS

- GOVERNING LAW** – The laws of the State of Ohio shall govern this agreement and any performance hereunder; and, venue shall be Belmont County.
- AMENDMENTS** – This agreement may only be amended in a writing signed by both parties.
- PREVIOUS AGREEMENTS** – On the date of execution, this writing constitutes the entire agreement between the parties with respect to all matters herein. There are no promises, terms, conditions, or obligations other than those contained within this agreement. This Memorandum of Understanding shall supersede all previous communications, representations, contract, or memorandum of understanding, either written or oral, between parties and specifically replaces any and all previously executed Memorandum of Understanding entered into between the parties regarding Humane services.
- SEVERABILITY** – If any provision of this Memorandum of Understanding shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be affected thereby the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- COPIES** – This Memorandum of Understanding shall be executed in duplicate with an original to be retained by each of the parties hereto.
- PREVIOUS APPOINTMENTS** – The four (4) Humane Society Agents being Howard Goldman, Lisa Kern, Jennifer Maas and Bradley Troy shall continue to serve as Humane Society Agents at the discretion of BCARL. BCARL has the right to cause the appointment of additional Humane Society Agents, and notice of the appointment of each shall be given to the Belmont County Commissioners immediately upon appointment.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding executed this 26th day of May, 2021.

BOARD OF BELMONT COUNTY COMMISSIONERS

DATED: May 26, 2021

By: Jerry Echemann /s/
Commissioner

By: J. P. Dutton /s/
Commissioner

By: Josh Meyer /s/
Commissioner

BELMONT COUNTY ANIMAL RESCUE LEAGUE, an Ohio corporation not-for-profit that is a county Humane society organized under the Ohio Revised Code Section 1717.05.

DATED: _____

By: _____

Its: _____

APPROVED AS TO FORM:

David K. Liberati /s/

David K. Liberati

Assistant Prosecuting Attorney

Executed this 26th day of May, 2021.

BELMONT COUNTY, OHIO,
a political subdivision of the State of Ohio

Jerry Echemann /s/

Jerry Echemann

Josh Meyer /s/

Josh Meyer

J. P. Dutton /s/

J. P. Dutton

BELMONT COUNTY ANIMAL RESCUE LEAGUE

By: _____

EXHIBIT "A"

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>IDENTIFICATION NUMBER</u>
2009	CHEVROLET	K3500 TRUCK	1GCHK53K99F105069
1994	CORO	LIVESTOCK TRAILER	MJSB1622RE005894

Upon roll call the vote was as follows:

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

Mr. Echemann said they county provides a small amount of funding to BCARL.

IN THE MATTER OF LIQUOR LICENSE TRANSFER

Motion made by Mr. Echemann, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D5 liquor license, Permit No. 2272772, from Rockos Bar and Grill LLC, DBA Rockos Bar and Grill, 1st Floor, Basement & Patio, 58800 Glens Run Road, Pease Township, Martins Ferry, Ohio 43935 to Double DS Barbq and Grill LLC, DBA DS Barbq and Grill at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT #20-3 BEL-CR56-11.77 (MT. VICTORY ROAD) SLIDE REPAIR

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Belmont County Engineer's Project 20-3 BEL-CR56-11.77 (Mt. Victory Road) Slide Repair to the low bidder, Ohio-West Virginia Excavating., in the amount of \$398,362.50, based upon the recommendation of Terry Lively, Belmont County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING VILLAGE OF BROOKSIDE’S APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Village of Brookside’s application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$20,050.00 based upon the recommendation of Belmont County Engineer, Terry Lively, for street improvements to the following:

- W. Prospect Street from 32 W. Prospect to 40 W. Prospect
- Bench Street from 116 Bench Street to 126 Bench Street
- Patterson Road from 2 Patterson Road to 6 Patterson Road

Note: The estimated cost is \$41,360.00 of which \$20,050.00 will be paid from this source.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE LABOR AGREEMENT BETWEEN BELMONT COUNTY ENGINEER AND AFSCME OHIO COUNCIL 8, AFL-CIO LOCAL #3285

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Labor Agreement between the Belmont County Engineer and AFSCME Ohio Council 8, AFL-CIO Local #3285, effective May 1, 2020 through April 30, 2024.

**Labor Agreement
Between
THE BELMONT COUNTY ENGINEER
and
AFSCME
Ohio Council 8,
AFL-CIO LOCAL #3285
May 1, 2021 through April 30, 2024**

TABLE OF CONTENTS

<u>ART.</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE 1	PURPOSE OF CONTRACT	1
ARTICLE 2	UNION RECOGNITION.....	1
ARTICLE 3	DUES DEDUCTION	2
ARTICLE 4	UNION REPRESENTATION.....	4
ARTICLE 5	MANAGEMENT RIGHTS	5
ARTICLE 6	NO STRIKE / NO LOCKOUT	6
ARTICLE 7	PLEDGE AGAINST DISCRIMINATION AND COERCION	7
ARTICLE 8	DISCIPLINE AND DISCHARGE	8
ARTICLE 9	GRIEVANCE PROCEDURE	9
ARTICLE 10	ARBITRATION.....	12
ARTICLE 11	BARGAINING UNIT APPLICATION TO CIVIL SERVICE LAW	13
ARTICLE 12	LABOR MANAGEMENT MEETINGS.....	13
ARTICLE 13	HEALTH AND SAFETY.....	14
ARTICLE 14	SENIORITY	15
ARTICLE 15	PROBATIONARY PERIODS.....	16
ARTICLE 16	LATERAL TRANSFERS.....	17
ARTICLE 17	POSTING OF JOB OPENINGS.....	17
ARTICLE 18	TEMPORARY VACANCIES	20
ARTICLE 19	LAYOFF AND RECALL.....	21
ARTICLE 20	BARGAINING UNIT WORK.....	22
ARTICLE 21	CALLIN PAY	22
ARTICLE 22	PAY PERIODS & PAYCHECKS.....	22
ARTICLE 23	WASHUP TIME	22
ARTICLE 24	BULLETIN BOARDS	22
ARTICLE 25	HOURS OF WORK AND OVERTIME.....	23
ARTICLE 26	LEAVES OF ABSENCE	26
ARTICLE 27	SICK LEAVE.....	28
ARTICLE 28	MATERNITY LEAVE	30
ARTICLE 29	UNION LEAVE.....	31
ARTICLE 30	HOLIDAYS	31
ARTICLE 31	VACATIONS	32
ARTICLE 32	INSURANCE	33
ARTICLE 33	LIABILITY INSURANCE	34
ARTICLE 34	RETIREMENT PAY.....	34
ARTICLE 35	WAGES.....	36
ARTICLE 36	SEVERABILITY CLAUSE.....	38
ARTICLE 37	WAIVER IN CASE OF EMERGENCY.....	38
ARTICLE 38	DRUG AND ALCOHOL TESTING PROGRAM.....	38
ARTICLE 39	COMMERCIAL DRIVERS LICENSE.....	39
ARTICLE 40	EMPLOYEE ASSISTANCE PROGRAM	39
ARTICLE 41	ON-CALL PAY.....	39
ARTICLE 42	DURATION OF AGREEMENT.....	39
SIGNATURE PAGE.....		40

ARTICLE 1

PURPOSE OF CONTRACT

Section 1.1. This Agreement, entered into by the Belmont County Engineer, hereinafter referred to as the “Employer”, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFLCIO Local # 3285, hereinafter referred to as the “Union”, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2
UNION RECOGNITION**

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board, SERB Case No. 08-REP-02-0636 including:

Drafting Technician I	Highway Worker I
Drafting Technician II	Highway Worker II
Tax Map Clerk I	Mechanic I
Bridge Worker I	Mechanic II
Bridge Worker II	Equipment Operator I
Welder I	Equipment Operator II
Welder II	Auto Body & Equipment Repair Worker
GIS Technician	Clerk
Sign Worker	

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 2.3. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relation Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 2.3. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as parttime employees less than fifty percent of the normal year shall be excluded from the bargaining unit.

Section 2.4. Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

ARTICLE 3 DUES DEDUCTION

Section 3.1. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 3.2. All deductions provided for in this Article, accompanied by an alphabetical list of all employees, their addresses and social security numbers, for whom deductions have been made, shall be transmitted to Controller Ohio Council 8 no later than the thirtyfirst (31) day following the end of the pay period in which the deduction is made.

Section 3.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such individual "checkoff" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the checkoff authorization; in accordance with this Agreement; or (6) resignation by the employee from the Union.

Section 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.7. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 3.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.9 **Union Membership Revocation/Maintenance of Membership** Employees who are members of the union may revoke their union membership at anytime by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Section 3.10 **Union Dues Revocation** Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of the employee's dues checkoff authorization cards are available from the Union upon request.

Section 3.11 **P.E.O.P.L.E.** The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had union dues deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

ALL PEOPLE contributions shall be made as a deduction separate from the dues.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 UNION REPRESENTATION

Section 4.1. The Employer agrees to admit not more than one (1) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative shall be admitted to the Employer's facilities and sites, for the purpose of investigating and processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative.

Section 4.2. The Employer shall recognize five (5) employees to act as Union stewards listed as follows for the purpose of processing grievances in accordance with the Grievance Procedure.

- A. Local Union President
- B. One (1) at Roscoe Garage and Courthouse
- C. One (1) at Lloydsville
- D. One (1) at Tacoma
- E. One (1) at Neffs

Section 4.3. The Union shall provide to the Employer an official roster of its officers and local Union steward which is to be kept current at all times and shall include the following:

- A. Name

- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4.4. The Union shall investigate and write grievances on nonduty time and/or their authorized break time or lunch time except as defined herein.

The Local Union President or authorized stewards shall be permitted, with the approval of the Engineer, or the Engineer's designee, to utilize up to one (1) hour per day (charged in onehalf (1/2) hour increments to a total of five (5) hours per pay period for the investigating and writing of grievances.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.5. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or nonemployee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee official (Officer) shall cease Union activities immediately upon the verbal or written request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
- D. A Union employee official abusing the rules of this section may be subject to disciplinary action.

Section 4.6. - ADA Compliance The Union and the Employer agree this contract will comply with the provisions of the Americans with Disabilities Act (ADA). Should an employee with a bona fide disability under the ADA make a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

The Employer will make written notification to the Union in advance of any reasonable accommodation it proposes to make. The notice will include information concerning the nature of the accommodation to be made and, to the extent allowed by the affected employee and the law, the nature of the required restrictions. If the Union wishes to discuss the proposed accommodation, it will make a written request of the Employer for a meeting to discuss the proposed accommodation and/or the required restrictions within five (5) working days of the receipt of the Employer's notice. The parties will meet before any accommodation is made. The specific nature of the disability will be discussed with the Employer and with the Union, subject to written authorization of the employee. Prior to any accommodation, the Employee shall provide medical support and documentation for the disability, and the Employer may refer the Employee to a competent physician specializing in the Employee's disability for examination and conformation of the disability and the need for an accommodation. Such examination shall be at the Employer's expense.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Belmont County Engineer's Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the Engineer's Department goals, objectives, programs and services, and to utilize internal personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to the lack of work, lack of funds, or for other reasons which would improve the economy or efficiency of the department;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by applicable law shall remain the function of the Employer.

ARTICLE 6

NO STRIKE / NO LOCKOUT

Section 6.1. The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. In all cases of strike, sympathy strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have sole and complete right to immediately discipline or discharge any Union member participating in any unauthorized strike, sympathy strike, slowdown, walkout, or any other cessation of work. Bargaining unit members shall have the right to appeal through provisions of this Agreement for disciplinary actions taken by the Employer under this section.

Section 6.2. The Employer agrees that neither it, its officers, agents, or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 1 (B) of this Article.

Section 6.3. Nothing in this Article shall be constructed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 7

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 7.1. Neither the Employer nor the Union shall discriminate against any employee on the basis of age, sex, race, color, creed, religious belief, national origin, sexual preference, or disability as defined under the Americans with Disabilities Act.

The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 7.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in

this Agreement. The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

Section 7.4. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.5. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 7.6. The Employer and the Union agree that employees shall not suffer sexual harassment at the workplace. The Union can submit a complaint directly to Step 2 of the grievance procedure. Such harassment may be considered a violation of the 1964 Civil Rights Act. Sexual harassment is defined as, but not limited to, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to the conduct is either an explicit or implicit term or condition of employment;
- B. Submission to, rejection of, the conduct is used as the basis for employment decisions affecting the person who did the submission or rejection;
- C. Such conduct has the purpose of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is not a consenting relationship between adults.

ARTICLE 8 DISCIPLINE AND DISCHARGE

Section 8.1. No employee shall be reduced in pay, suspended or discharged except for just cause.

Section 8.2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will normally be applied in a corrective, progressive and uniform manner, for related violations.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. The Employer agrees not to discharge or suspend without pay an employee without first arranging for a pre-disciplinary conference. The conference shall be scheduled no earlier than 72 hours after the time the employee is notified of the charges and the conference. The hearing shall be conducted by a neutral party and the charged employee may have his Union representatives present. Such a conference must be conducted within a reasonable time from the date in which the Employer gains knowledge of those incidents which it deems to be a violation of conduct. The Union shall be notified through its President or designee that charges have been brought against the employee. An Employee may request and have present, his Union Steward or the Local Union President during the investigation of any alleged incident which may lead to the Employee's suspension or discharge. The employee shall be notified in writing of the findings of the pre-disciplinary conference within five (5) days. Copy shall be submitted to the Union President. If, as a result of the pre-disciplinary conference, any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) days of receipt of the neutral party's report. Copy shall be submitted to the Union President. An employee may waive his right to a hearing by submitting a signed written waiver to the Employer and the Union.
- D. Appeals from either discharge or suspension must be submitted to the Employer in the form of a grievance within ten (10) calendar days of the date of notification, at Step 2 of the grievance procedure.

Section 8.3. Records of suspensions shall cease to have force and effect or be considered in future discipline matters twentyfour (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Verbal reprimands shall be on record for twelve (12) months only, providing there are no intervening disciplinary actions taken during that time period. Written reprimands shall be on record for eighteen (18) months only, providing there are no intervening disciplinary actions taken during that time period. At the request of the employee the Engineer agrees to remove outdated material from the employee's personnel file as stated above.

Section 8.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 8.5. The Employer will make available to the Union, copies of all suspensions, discharges, and predisciplinary hearing reports.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee and/or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement. Newly hired probationary employees shall not be permitted access to this grievance procedure for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

Section 9.2. All grievances must be processed at the proper step in order to be considered at subsequent steps. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. In the event any grievance which is not appealed by the Union within the time limit provided, and an extension has not been agreed to, or the grievance is withdrawn, the grievance shall be considered resolved based upon management's last answer, but shall not be considered setting a precedent for future similar cases. If answer is not given by management to a written grievance within the time limits provided and an extension has not been agreed to, the grievance shall be considered as granted, it shall not be considered as setting precedent for future similar cases. At any step in the grievance procedure, the time limit for appeal and answer may be extended in writing by mutual agreement of the parties.

Section 9.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to effect a fair and equitable resolution of grievances at the earliest step of the procedure possible. In furtherance of this objective, the following procedure shall be followed:

Step 1:

In order for an alleged grievance to receive consideration under this procedure the Union must submit the alleged grievance in writing to the grievant's supervisor within ten (10) working days of the occurrence that gave rise to the grievance or within ten (10) working days of when the employee should have known of the incident giving rise to the grievance. The supervisor shall have five (5) working days following receipt of the written grievance in which to reply in writing to the grievant.

Step 2:

In the event the grievance is not resolved in Step 1, the grievant and the Union with the appropriate steward, may refer the grievance to the Engineer (or his designee) within five (5) working days after receiving the Step 1 reply. The Engineer (or his designee) shall have five (5) working days in which to schedule a meeting with the grieved employee, the Union President, the Steward that filed the grievance and AFSCME Ohio Council 8 Staff Representative. The Engineer (or his designee) shall respond in writing within fifteen (15) days of the Step 2 hearing.

Mediation Upon mutual agreement of the parties, within seven (7) calendar days of the receipt of the Step 2 decision, either party may refer the grievance to mediation by giving written notice and a request for a mediator to the Engineer and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB). The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the parties. Any costs for the mediator shall be borne by the party requesting mediation. Upon receipt of written notice, pursuant to this Step, the time limits for the grievance procedure shall be suspended until (1) mediation is concluded; or (2) either party rejects or rescinds, in writing, its participation in mediation; whichever occurs first.

Any grievance which has not been satisfactorily settled in the grievance procedure may be submitted by the Union to arbitration for final and binding disposition in accordance with Article 10 of this agreement.

Section 9.4. All grievances must contain the following information to be considered.

- A. Grieved employee's name and signature.
- B. Grieved employee's classification.

- C. Date grievance was first discussed and name supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incidence giving rise to the grievance.
- H. Specific articles and sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

Section 9.5. Any grievance may be brought by an employee covered by this Agreement or the Union. Any grievance brought by the Union must be signed by an employee who is employed within one of the classifications of the certified bargaining unit. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance.

Section 9.6. Grievances bearing on the interests of a number of employees, shall be reduced to writing on the grievance form and may be introduced at Step 2 of the grievance procedure.

Section 9.7. For purposes of this article, work days shall be defined as Monday through Friday of each week, exclusive of Saturdays, Sundays or holidays.

Section 9.8. The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

Section 9.9. This grievance procedure set forth in this agreement shall be the exclusive method of reviewing and settling grievances between the parties, and all arbitration and pre arbitration settlements reached by the parties consistent with this procedure shall be binding on the employees, the Union and the Employer.

Section 9.10. The Union shall be permitted to have an authorized Union Steward and the Union President at any grievance hearing.

Section 9.11. For grievance hearings scheduled during the grievant's regular scheduled hours of work, the grievant(s) and one (1) representative as per Article 4, Section 4.2 shall not suffer a loss in pay for straight time hours spent in such hearings. For grievance hearings at the second step, scheduled during the grievant's regularly scheduled hours of work, the grievant(s) and a maximum of two (2) representatives as per Article 4, Section 4.2 and shall not suffer a loss in pay for straight time hours spent in such hearings.

Section 9.12. Grievances may be withdrawn without prejudice by the Union at any time.

ARTICLE 10 ARBITRATION

Section 10.1. Any grievance which has not been satisfactorily settled in the grievance procedure may be submitted by the Union to arbitration for final and binding disposition.

Section 10.2. If the Union appeals a grievance to arbitration, arbitration proceedings shall be initiated within twentyfive (25) working days from the date the written response is received by the Union at Step 2 in the grievance procedure. The arbitrator shall be chosen in accordance with the rules of the Federal Mediation and Conciliation Service. The Union shall request a panel of arbitrators within twenty (20) working days of giving notice of appeal to the Employer.

Section 10.3. In the event the grievance is not referred to arbitration and proceedings initiated within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply and the Union specifically waives any right to process the grievance to arbitration.

Section 10.4. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator.

Section 10.5. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrators jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 10.6. The arbitrator shall expressly confine himself to the precise issues submitted for review and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his determination. The proceedings shall be as informal as is compatible with the requirements of justice, and the arbitrator need not be bound by the common law or statutory rules of evidence and procedure, but may make inquiry in the matter through oral testimony and records presented at the hearing, which is best calculated to ascertain substantial rights of the parties and to carry out justly the spirit and provisions of this Agreement.

Section 10.7. The filing fees and costs of the arbitration shall be borne by the losing party. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

Section 10.8. The arbitrator shall, within thirty (30) calendar days following the hearing, issue an award. The arbitrator shall not have jurisdiction or authority to:

1. review provisions of new contract;
2. nullify, in whole or in part, any provision of this Agreement;
3. add to, detract from or alter in any way, provisions of this Agreement;
4. all provisions of the arbitration shall be consistent with his jurisdiction, power and authority, as set forth herein, and shall be final, conclusive and binding on the parties.

Section 10.9. For the purposes of this article, work days shall be defined as Monday through Friday of each week, exclusive of Saturdays, Sundays or holidays.

Section 10.10. The time limits established herein may be extended in writing by mutual agreement of the parties.

Section 10.11. The grievant(s) and the Local Union President, and the Steward that filed the grievance shall be permitted to attend arbitration hearings without loss of straighttime pay. All other witnesses requested by the Union shall be granted time off without pay but shall suffer no other loss of benefits. Nonpaid union witnesses may request and be granted personal time or vacation to offset any loss of pay.

Section 10.12. Employee witnesses requested by the employer will be granted time off with pay.

ARTICLE 11 BARGAINING UNIT APPLICATION TO CIVIL SERVICE LAW

Section 11.1. No section of the Civil Service laws contained in Ohio Revised Code, Chapter 124 shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 12 LABOR MANAGEMENT MEETINGS

Section 12.1. The Employer and/or his representatives may meet quarterly with up to three (3) representatives of the Union to discuss matters of mutual concern.

Section 12.2. The Union shall submit to the Employer an agenda with a list of issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda to determine if a meeting is necessary and, if so, notify the Union of the scheduled meeting date and any items the Employer wishes to add to the agenda.

Section 12.3. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and,

F. Consider and discuss health and safety matters relating to employees.

Section 12.4. Employee Union representatives shall be released from their assigned duties to attend Labor/Management meetings.

Section 12.5. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13 HEALTH AND SAFETY

Section 13.1. It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

Section 13.2. The Employer agrees to provide safe working conditions, tools, equipment and working methods for his employees and correct all hazards known by the Employer or as recommended to the Employer by the Safety and Health Committee. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 13.3. The employees and the Union accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known.

Section 13.4. The parties agree that the provisions of this Article are directed solely toward the safety and health of the individual employees. Any attempt by an employee or employees to utilize the procedures of the Article for harassment, coercion, retaliation or to achieve objectives other than health and safety, however proper those objectives might be if pursued by other means, would be abuse of this provision and contrary to the labor agreement itself.

Section 13.5. There shall be established a joint labormanagement Health and Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Employees representing the Union shall be designated by the Union which will notify the Employer of such designated representatives and/or any changes therein. The Committee shall assist, make recommendations to and cooperate with all managers and supervisors in the promotion of safety and health. The Committee will follow the principles set forth below:

- 1) Meetings may be conducted on a quarterly basis for the sole purpose of discussing accident prevention and health and safety conditions. Meetings may be called on an emergency basis by either labor or management. Upon advance notice to the Employer, the AFSCME Ohio Council 8 Union representative may attend and participate in any meetings.
- 2) Minutes must be approved by both parties. The Employer will provide copies of minutes to committee members and minutes will also be distributed to management and employees.
- 3) Each quarter, the Committee will inspect a County garage to detect unsafe work conditions and make recommendations to the Engineer.
- 4) The Committee shall review accidents within a reasonable time to discuss their causes and prevention.
- 5) This Committee shall meet during regular working hours, and Union members shall receive the regular pay for all time spent on Committee functions.
- 6) The Committee will have access to all injury and illness records maintained by the Engineer for Worker's Compensation purposes, to records of any work place surveys or monitoring for safety or health hazards, to costs of different materials and solutions under consideration and to lists of all chemicals used or present in the work place, their chemical names or identities and appropriate safety data.

Section 13.6. It is intended that, consistent with the foregoing functions of the Safety and Health Committee, AFSCME Ohio Council 8 Local 3285, the Union Safety Committee and their officers, employees, and agents shall not be liable for any workconnected injuries, disabilities or diseases which may be incurred by employees.

ARTICLE 14 SENIORITY

Section 14.1. "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirtyone (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, within thirtyone (31) days, the employee loses all previously accumulated seniority.

Section 14.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 14.3. Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

n 14.4. The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within ten (10) calendar days of posting or said list shall be deemed valid by all parties.

Section 14.5. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 15 PROBATIONARY PERIODS

Section 15.1. Every newly hired employee will be required to successfully complete a probationary period. For employees hired on or after the effective date of this agreement, the probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of three hundred and sixty-five (365) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 15.2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period by the Engineer. Also, the promoted employee may return to his former position anytime during the first thirty (30) calendar days of his promotion. Employees seeking a voluntary demotion, or return to a prior position, shall only be permitted to do so pursuant to the terms of this Article, or subject to the approval of the Engineer. At the time of the voluntary demotion, or return to a prior position, the employee must be capable of performing the essential duties of their prior position and possess all appropriate certifications and/or licensing requirements of the position. The Employer may require the employee to demonstrate that they are still capable of performing the duties of the position.

Section 15.3. Employees promoted to positions outside the bargaining unit, but within the agency, shall have their seniority frozen at the level earned prior to the promotion for a period of up to six (6) months. Seniority shall be lost after six (6) months.

Section 15.4. Part time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full time employee.

Section 15.5. In the event an employee within the bargaining unit is awarded a position in a new classification under Article 17 other than the one he currently held, such employee will be considered a newly promoted employee under Section 15.2 and will be governed by the provisions in Section 15.2.

ARTICLE 16 LATERAL TRANSFERS

Section 16.1. An employee may exercise his seniority for the purpose of transferring from one work location to another work location with the same job classification, when an opening occurs, provided he has the ability and qualifications to perform the work required at the work location sought.

Section 16.2. To be eligible for any of the transfers, an employee must submit to the Engineer a written request for such transfer of job assignment during the posting period for the vacancy. Once an employee has been awarded a vacancy as above defined, he may not have another such transfer within a twelve (12) month period from the date of the first transfer.

Section 16.3. A Lateral Transfer shall take precedent over the promotional procedure outlined in Article 17.

Section 16.4. In the event an employee requests a lateral transfer under Article 16 after a job opening is posted under Article 17, any subsequent openings which result due to the granting of the lateral transfer will have a posting period of five (5) working days until the opening is finally filled.

ARTICLE 17 POSTING OF JOB OPENINGS

Section 17.1. The parties agree that all appointments to positions covered by this Agreement, other than the original appointments from eligible list shall be filled in accordance with this Article.

Section 17.2. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the employee's bulletin board for five (5) working days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posted date or who do not meet the minimum qualifications for the job.

Section 17.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, up to thirty (30) calendar days, at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 17.4. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical capability. Physical ability is used as a qualifier to determine whether or not an employee can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by ADA) who can with reasonable accommodation perform said job. Where more than one applicant is deemed qualified and where qualifications of those applicants are relatively equal, then the appointment will be made on department seniority.

Section 17.5. Once the determination has been made, the Employer agrees to post the selection, if any, within five (5) working days. The Employer shall fill any such vacancy within ten (10) working days after posting the selection. Such posting shall include the names of all bidders and shall be posted in all County garages. The Employer may cancel a job posting at any time prior to the time it posts the name of the successful bidder.

Section 17.6. Bids shall be submitted to the Engineer's designee on a form to be provided by the Employer, consisting of three (3) copies. Two copies are for the use of the employee, one copy may be submitted by the employee to the Union, and one copy shall be retained by the employee. The Employer's copy shall be kept confidential until the job posting expires.

Section 17.7. An employee who desires to be considered for vacancies covered under this article, which becomes available during the employee's vacation or leave of absence, shall notify the Employer of his desire in writing before he leaves for vacation or leave of absence.

Section 17.8. The Employer shall provide training to all employees who wish to become qualified in various job duties of high rated classifications in order of seniority as opportunities arise.

Section 17.9. Should the Employer determine that informal on the job training as provided in Section 17.8 is not producing a sufficient number of employees qualified and available for temporary and/or permanent assignment to a job, the following training procedure will be initiated:

- A. A training opportunity will be posted for ten (10) working days.
- B. Based on greatest departmental seniority, the senior bidder in the next lower job class will be trained.
- C. If no employees have bid, then the employee in the department with the least departmental seniority working in the road or bridge department will be assigned to the training vacancy, or the job may be rebid at the Employer's discretion.

Section 17.10. In order that employees may be trained and qualified for promotion the following procedures shall be used and applied in all instances of training as outlined in Section 17.9 above.

- (A) No later than thirty (30) days from the signing of this Agreement, a joint Labor/Management Committee, consisting of two (2) bargaining unit employees from the appropriate classifications, two (2) supervisors from the appropriate department involved and the Engineer's designee, and one (1) local Union Representative shall be formed for the purpose of evaluating individual performance in each training period. This committee shall be charged with recording the amount of time on each training period, determining areas of deficiencies, recommending remedial training in those areas of deficiency and recommending to the Engineer when a candidate is considered to be qualified, based upon the criteria outlined below.
The committee shall review the list of employees requesting training. An employee who is awarded a training opportunity bid shall be notified within thirty (30) days of the initial request when the training will start. The length of the training period shall be determined by the committee.
- (B) The Committee as outlined in (A) above, shall determine the appropriate time period necessary to qualify for the Bridge Worker II and Operator I and II Classifications. Each trainee shall be obligated to fulfill the time frames as determined by the Committee and shall not be considered qualified until such time as the applicable training period has been completed and/or the Committee certifies such qualifications to the Engineer.
- (C) An employee in a training opportunity shall be evaluated by the Committee on a biweekly basis and a written progress report shall be given to the employee and the Union. Such report shall contain the number of hours in training for the period, the nature of any specific training (e.g. which machines were operated; skills, (i.e. welding, painting, etc.) and any recommendation of the Committee.
- (D) For the purposes of this Article, all time spent either working out of classification, or in an actual training situation, formal or informal, shall be considered as hours in the instances of working above classification, toward qualification as outlined in subsection (B) above, except that, only hours actually operating a machine shall be counted as qualifying time.
- (E) An employee in a training opportunity shall be compensated in accordance with historical practices for informal training; in accordance with the provisions of this agreement when working out of classification and in the circumstances of a formal training opportunity, except in situations of "Double Manning", (i.e. an operator in attendance while the trainee is performing the function of operating the machinery.) at one-half (50%) of the difference in pay rate between the employee's normal classifications and the classification for which he is being trained so long as this does not result in a loss of pay for the employee. (i.e. a Highway Worker II (\$11.90) is in a formal training opportunity for Operator I (\$12.35) the HW II would be compensated at the rate of \$12.13 per hour (e.g. $\$11.90 + \$12.35 = \$24.25$, $\$24.25 \div 2 = \12.125 , rounded to $\$12.13$). This "training rate" should apply for those hours actually involved in the operation of the equipment.
- (F) An employee shall be considered qualified, by the Employer, for a position when, in the Committee's evaluation, confirmed by the Engineer, he can perform the function of the position which no more supervision than is normally necessary for any other employee in the classification, and when the employee has met the time obligation outlined above in Section (B).
- (G) The committee shall meet quarterly to discuss upcoming training opportunities and any other matter pertaining to ongoing training as defined in this Article.
- (H) When a permanent vacancy exists in any other classification other than those classifications listed above (e.g. Welder, Auto Mechanic, Auto Body Repair, etc.) a candidate shall be considered for promotion based upon experience, known skills, qualifications or demonstration of necessary skills of any documentation presented to the Employer to demonstrate those factors. All time spent working on these classifications prior to the promotional opportunity shall be documented and counted as training as outlined in Section (B) through (D) above. When the requirements outlined above are met, employees shall be promoted on a trial basis to the posted position and compensated at the rate of pay for such position, most senior qualified employee first. The employee shall be given a trial period of sixty (60) days in which to demonstrate their ability to perform the function of the position and shall be considered qualified for the position when he/she can perform the functions of the position with no more supervision than is normally necessary for other employees of equal experience with the classification.

ARTICLE 18 TEMPORARY VACANCIES

Section 18.1. Employees temporarily transferred to a higher hourly rated job shall be paid at the higher rate for the entire shift in which the employee performed the higher rated job.

Section 18.2. Day to day temporary vacancies occurring within the garage shall be filled by offering the position to the senior qualified employee in a lower job class and assigned to the garage where the vacancy exists. In the event the senior qualified employee, and less senior qualified employees assigned to the garage where the temporary vacancy exists, waive the opportunity to fill such temporary vacancy, the least senior qualified employee in the garage where the vacancy exists, must accept the temporary vacancy.

Section 18.3. Temporary vacancies of more than one day and which are known to exist prior to the scheduling of the work force shall be filled by offering the position to the senior qualified employee in a lower job class, and successively less senior qualified employees in lower job classes

assigned to the garage where the temporary vacancy exists. In the event the senior qualified employee and successively less senior qualified employees assigned to the garage where the temporary vacancy exists waive the opportunity to fill such vacancy, the least senior qualified employee assigned to the garage where the vacancy exists must accept the temporary vacancy.

Section 18.4. For purposes of this article, excluding Highway Worker II operating front end loader to load cinders in trucks, a Bridge Worker I and/or Highway Worker II shall be considered to be performing a higher rated job when towing a trailer, operating a winch truck to load ties, and a backhoe and front end loader to dig and move dirt, stone or the like. A Highway Worker II shall be considered to be performing a higher rated job when he operates a front end loader to clean ditches and when he operates a roller to roll road materials on county highways.

Section 18.5 Flagging Supervisors will assign flagging to the least senior employee(s) if more senior employee(s) do not volunteer.

ARTICLE 19 LAYOFF AND RECALL

Section 19.1. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short term layoff, lasting seventytwo (72) hours or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 19.2. The Employer shall determine in which classification(s) and which work location(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their department seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay or then, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified and immediately capable of performing the available work.

B. The affected employees shall have three (3) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. Any employee not submitting such request within three (3) days shall be considered to have accepted the layoff.

Section 19.3. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Section 19.4. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided.

Section 19.5. In the case of long term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 19.6. The Employer agrees there will be no new hires in any classification where there is a recall list.

ARTICLE 20 BARGAINING UNIT WORK

Section 20.1. Supervisors shall not perform work normally performed by bargaining unit employees that would result in the lay-off or a two (2) hour or more displacement of bargaining unit employees. Furthermore, in overtime incidents, supervisors shall not perform bargaining unit work except in emergency situations requiring only the attention of the supervisor.

ARTICLE 21 CALLIN PAY

Section 21.1. An employee who is called into work and who reports for work during hours outside his regularly scheduled shift which hours will not abut his regularly scheduled shift hours, shall receive two (2) hours pay at the appropriate rate for such work performed. Only hours actually worked (with a minimum of 2 hours) under this section will be included in determining hours worked for overtime purposes.

In the event an employee is called-in to work during hours outside their shift and is required to actually work two (2) hours or more (the minimum call-in pay above) or hours that abut the employee's regularly scheduled shift, the employee's start time shall begin thirty (30) minutes prior to the time that the supervisor is notified of the employee's arrival. Employees are expected to promptly arrive to work following the call-in.

ARTICLE 22 PAY PERIODS & PAYCHECKS

Section 22.1. There will normally be twentysix pay periods of each calendar year. The Engineer agrees to distribute paychecks in a sealed envelope on Friday by the regular schedule. In the event of emergency conditions the Engineer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

ARTICLE 23 WASHUP TIME

Section 23.1. Employees shall be permitted a reasonable time, not to exceed fifteen (15) minutes at the end of each work day before quitting time for washup. Washup time shall be utilized for personal cleanup and shall not be considered free time which the employee can use for other purposes. Washup time is not accumulative and will only be allowed when the work schedule permits.

ARTICLE 24 BULLETIN BOARDS

Section 24.1. The Engineer agrees to allow space on the bulletin boards now existing at the Courthouse, Roscoe garage, Lloydsville, Tacoma and Neffs locations for the use of the Union. The Engineer will permit the Union use of said bulletin boards, however the Engineer shall not be obligated to purchase bulletin boards for the Union's use.

Section 24.2. All Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during nonwork time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Engineer's prior approval:

- A. union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of nonpolitical standing committees and independent nonpolitical arms of the Union; and,
- G. publications, rulings of policies of the Union.

All other notices of any kind not covered in A through G above must receive prior approval from the Engineer or his designee. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- H. personal attacks upon any other member or any other employee;
- I. attacks on any employee organization, regardless of whether the organization has local membership; and
- J. attacks on and/or favorable comments regarding a candidate for public office or Union office, or for office in another employee organization.

ARTICLE 25 HOURS OF WORK AND OVERTIME

Section 25.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing parttime positions. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 25.2. The normal work week for courthouse employees covered by this Agreement shall be thirtyfive (35) hours, exclusive of a one (1) hour lunch period, and for road and bridge employees forty (40) hours, exclusive of a onehalf (1/2) hour lunch period. The work week shall be computed between 12:01 A.M. on Sunday of each calendar week and 12 o'clock midnight the following Saturday. Employees who work

thirtyfive (35) or more hours in their normal workweek shall be considered fulltime employees for the purpose of this Agreement. The normal work day shall commence at 7:00 A.M. and end at 3:30 P.M. for the road and bridge crew and commence at 8:30 A.M. and end at 4:30 P.M. for the courthouse employees. The Employer shall give thirty (30) days notification to the Union prior to changing the normal work day and shall meet with the Union to discuss such changes unless circumstances beyond the Employer's control prevent such notification.

Section 25.3. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in Section 25.2 above or more than eight (8) hours in any twentyfour (24) hour period, he shall be paid overtime pay for such time over forty (40) hours or over eight (8) hours at one and onehalf (11/2) times his regular rate of pay. Compensation shall not be paid more than once for the same hours (pyramiding) under any provision of this Article or Agreement.

Section 25.4. Emergency overtime call out. Emergencies occurring between the hours of 3:30 p.m. and 7:00 a.m. requiring the employer's immediate attention, such as inclement weather, snow and ice control, floods and other conditions which in the Employer's judgment jeopardize public safety, affect the employer's operation, or are considered public hazards by the employer, and such emergency requires calling out employees for overtime work, such overtime will be distributed to employees normally assigned to perform such work, and who are assigned to the county garage nearest the emergency.

After the above-procedure has been followed and additional employees are needed for the overtime work, employees of the bridge crew who are qualified by job description to perform the work, and qualified employees who have signed the overtime volunteer list will be called in order of their seniority by rotation. Employees on sick leave or vacation on the day of the emergency overtime call out and who perform the overtime work shall be paid at the overtime rate in addition to sick leave or vacation taken.

A. In the event an insufficient number of employees from the above procedure are not available for the overtime work, the least senior employee(s) within the classification must accept the overtime as mandatory overtime.

Section 25.5. Incidental overtime-Continuation of work shift. Incidental overtime opportunities shall be assigned to the needed employees who have signed the overtime volunteer list and who are working at the site and on the crew where the overtime need exists. In the event no employees at the site and on the crew where the overtime need exists have signed the overtime volunteer list, the least senior qualified employee must accept the overtime.

Section 25.6. Voluntary Overtime List. Every three (3) months consistent with Article 41, employees may sign a list indicating a willingness to work overtime. Signing the list shall make an employee eligible for overtime calls as outlined in this paragraph. Employees who do not sign the voluntary overtime list shall not be placed on an overtime list and shall not be called out to perform overtime work. Employees called from such voluntary overtime list shall be placed at the bottom of such list and rotated until all employees on the list have had an opportunity for overtime work.

Section 25.7. Rest period. There shall be two (2) fifteen (15) minute paid rest periods in each regular shift each work day. Such rest periods shall be scheduled whenever practicable approximately midpoint in the first (1st) one-half (½) of the employee's regular work shift, and in the second (2nd) one-half (½) of the shift. Rest periods shall be taken at such time and in such manner the does not interfere with the efficiency or productivity of the work unit. Rest periods are intended to be a recess to be preceded and followed by an extended work period; therefore, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be accumulative if not taken.

Section 25.8. Meal allowance. At the completion of the tenth (10th) consecutive hour of work an employee will be eligible for a meal allowance as follows: effective May 1, 2017, nine dollars (\$9.00)-and shall receive a (30) minute unpaid meal break.

Section 25.9 Afternoon Shifts With thirty days advance notice, the Employer may establish an afternoon shift. Generally, the afternoon shift shall be Monday through Friday from 3:30 p.m. to 12:00 a.m. (midnight) during the winter season. Employees scheduled to work the afternoon shift shall receive a shift differential of \$2.00/hr. for all hours actually worked during the hours of their scheduled afternoon shift, 3:30 p.m. to 12:00 a.m. (midnight). Employees will not be eligible to receive a shift differential if they are not scheduled to work and do not actually work during the hours of 3:30 p.m. to 12:00 a.m. (midnight). Employees scheduled to work the afternoon shift shall receive the \$2.00/hr shift differential for all hours worked abutting 3:30 p.m. to 12:00 a.m., the hours of the afternoon shift, at the appropriate rate. Employees called-in to work outside their regularly scheduled call-in period shall not be eligible for the shift differential.

Each employee in the appropriate classification from each garage will be required to work at least 1 two-week period on the afternoon shift. At the time the Employer provides thirty (30) days notice of the start of the afternoon shift, a calendar shall be posted in each garage for bargaining unit employees to sign up. Employees in each garage shall be permitted to sign up for their two-week period based upon seniority with the most senior person selecting first.

If, after each employee in each garage signs up for at least 1 two-week period, additional two-week periods remain unfilled, the Employer shall request volunteers based upon seniority for the remaining two-week shifts. If no one volunteers, the least senior employees in each garage will be required to work the remaining two-week shifts.

Employees will not be eligible or required to work afternoon shifts until they have worked thirty (30) calendar days for the Employer.

Employees will now be eligible to volunteer for additional afternoon shifts, providing an employee volunteers to forfeit their two week period. If an employee wishes to forfeit their shift, the vacant afternoon shift will be replaced by seniority. Afternoon shifts will be divided by employees wishing to work afternoon shift. And will be eligible for the shift differential. Each employee in the appropriate classification from each garage will be required to work at least 1 two-week period on the afternoon shift. If no one volunteers, any bargaining unit employee may request to work the remaining two-week shift at each assigned garage.

ARTICLE 26 LEAVES OF ABSENCE

Section 26.1. Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

- A. Disability Leave: A physically incapacitated employee may request a disability leave. A disability leave may be granted up to six (6) months, when the disability continues beyond accumulated sick leave rights and provided the employee is:
1. hospitalized or institutionalized;
 2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
 3. is declared incapacitated for the performance of the duties of his position by a licensed physician.

It is the employee's responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave is expired.

- B. Personal Leave. The Employer may grant a leave of absence to any employee for a maximum duration of one (1) month for any personal reasons of the employee. Such a leave may not be renewed or extended beyond one (1) month.

Section 26.2. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

Section 26.3. Sick Leave Credit and Vacation Credit During Leave. An employee on leave of absence without pay does not earn sick leave or earn vacation.

Section 26.4. Abuse of Leave. If a leave of absence is granted for specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 26.5. Reinstatement from Leave. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the schedule expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work immediately upon expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 26.6. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other Reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service, on field training or active duty for periods not to exceed a total of thirtyone (31) calendar days in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Employees shall be entitled to receive both, their regular rate of pay and military pay for the

purpose of complying with this Section. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision shall be one hundred seventysix (176) hours.

Employees who are members of those components listed in the paragraph above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 26.7. Jury Duty. Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear before any court for jury duty by the United States or Ohio Courts. Any fees received by an employee for such activity shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee. It is understood that an employee released from jury duty prior to the end of his scheduled workday, shall report to work for the remaining hours after being given a reasonable time to change clothes in order to prepare for work duties.

Section 26.8. Family and Medical Leave. Employees of the Engineer Department who have attained one (1) year service and has accumulated 1,250 hours over the past twelve months prior to the date of requested leave will be granted family and medical leave of a maximum of 12 weeks unpaid for the following purposes:

- A. To care for the employee's child after birth, or placement for adoption or foster care.
- B. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- C. For a serious health condition that results in the employee's inability to perform his/her job.

Employees requesting family and medical leave which involves serious health condition as defined in B and C above will be required to obtain medical certification from the attending physician verifying the condition and the employee's inability to work. At the employer's discretion, a second or third opinion may be required at the employer's expense for C above.

Employees shall use the appropriate accumulated paid leave, including vacation leave, personal leave and sick leave, concurrent with their Family and Medical Leave prior to being placed on unpaid status. In no event, shall such Family and Medical leave extend beyond a total of twelve (12) weeks. In order for such leave to have a minimum effect on the department's efficiency and orderly operation, an advance notice of thirty (30) days must be given unless due to unforeseeable circumstances, such notice is impossible. In the event an employee has a pre-scheduled and pre-approved vacation, but exhausts their accrued paid leave while on Family Medical Leave, the employee shall be permitted to use unpaid leave for the period of the vacation.

In the event a family medical leave is taken due to an employee's serious health problem, a fitness for duty report must be submitted to the Engineer from the employee's attending physician prior to the employee's return to work.

Employee's granted family and medical leave shall continue to be covered under the county's group health plan with the Engineer continuing to pay its share of the group health plan cost. The affected employee shall be responsible to pay for his/her share of the group health plan premium.

ARTICLE 27 SICK LEAVE

Section 27.1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Parttime, seasonal and intermittent workers shall be credited with sick leave at the same rate. Unused sick leave shall accumulate without limit.

Section 27.2. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 26.1 of this Agreement.

Section 27.3. Charging of Sick Leave. Sick leave shall be charged in minimum units of one half (1/2) hour. It is understood that the operation of the department will not be reasonably disrupted in any manner as a result of Medical/Dental appointments. Employees shall attempt to schedule Medical/Dental appointments during nonworking hours. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled eight (8) hour work day or forty (40) hour work week earnings for road and bridge crews, seven (7) hours work day or thirty five (35) hour work week earnings for office employees.

Employees on paid sick leave shall be considered on active pay status and as time worked for the purpose of computing overtime.

Section 27.4. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Engineer and for the following reasons:
 1. illness or injury of the employee or a member of his immediate family;
 2. medical, dental or optical examinations or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during nonworking hours;
 3. if a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
 4. pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, motherinlaw, fatherinlaw, daughterinlaw, soninlaw, sisterinlaw, brotherinlaw, legal guardian, aunt, uncle, or other person who stands in place of a parent (loco parentis).

Section 27.5. Evidence Required for Sick Leave Usage. The Engineer shall require an employee to furnish a standard written signed statement explaining the nature of the illnesses to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. For any illness exceeding three (3) days a doctor's certificate shall be required.

Section 27.6. Notification by Employees. When an employee is unable to report to work, he shall notify his/her immediate supervisor or other designated person no later than onehalf (1/2) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 27.7. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in dismissal and may result in refund of salary or wages paid.

Section 27.8. Physician's Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Engineer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Engineer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 27.9. Physician's Examination. The Engineer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 27.10. Personal Days. All employees shall be entitled to five (5) personal days per payroll year. Such personal days are nonaccumulative and, if taken, shall be subtracted from the employee's previously earned sick leave accumulation and shall be in accordance with the following conditions:

1. Employees applying for Personal Days must have sufficient sick leave accumulated for the number of days requested and such Personal Days shall be subtracted from the Employee's sick leave accumulation.
2. Personal Days shall be taken in no less than four (4) hours, and no more than forty (40) hours for road and bridge crew employees and thirty-five (35) hours for courthouse Employees, provided that the Employee meets the qualifications of 1 above.

Section 27.11. Employees who become injured on the job shall be paid at the rate of the job being performed at time of injury for the full eight (8) hours on the date the injury occurs, providing that the attending physician states the employee is not able to return to work on the date of injury. However, if the physician states the employee is able to return to work the employee will be paid for the time lost on the day the injury occurred at the rate the employee was performing at the time of injury.

Section 27.12. Bereavement Leave In the event of death of a member of an employee's immediate family, as defined, under Section 27.4 (B) of this Article, the employee shall be entitled to three (3) days paid leave for bereavement. Such days shall not be charged to an employee's accumulated sick leave.

ARTICLE 28 MATERNITY LEAVE

Section 28.1. Upon request to the Employer, which is supported by satisfactory medical evidence, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article.

Section 28.2. Should the maternity leave of absence without pay exceed (6) months the employee may request and be granted a disability leave. If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, he may order in writing, that the employee begin sick leave, vacation leave, or maternity leave at an earlier date than that selected by the employee.

**ARTICLE 29
UNION LEAVE**

Section 29.1. Subject to the operational needs of the Department, the Union has five (5) days per year (year defined as 1/1 to 12/31) for its members or officials to attend Union functions, meetings or conventions. Such time shall be granted to attend such functions for the Union, provided two (2) weeks advance notice is given in writing to the Employer by the local Union President. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

**ARTICLE 30
HOLIDAYS**

Section 30.1. All employees in the bargaining unit shall be entitled to the following paid holidays.

New Year's Day	(1st day of January)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4th day of July)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veteran's Day	(11th day of November)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(Day after Thanksgiving)
Christmas Eve	(24th day of December)
Christmas Day	(25th day of December)

Section 30.2. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 30.3. An employee who does not work on a recognized holiday shall receive their regular hours straight time pay at their regular rate of pay for the holidays observed on their day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday, except the fourth Thursday in November (Thanksgiving), December 25 and January 1, shall receive their regular hours holiday pay in addition to time and onehalf (1 1/2) their regular rate of pay for all hours worked on the holiday. All employees who work on the fourth Thursday in November (Thanksgiving), December 25 and January 1 shall receive their regular holiday pay in addition to double their regular rate of pay for all hours worked on the fourth Thursday in November, December 25, and/or January 1. In order to receive double time payment, the work must occur on the fourth Thursday of November (Thanksgiving), December 25 and/or January 1, not the day on which the holiday is recognized in the event it falls on a Saturday or Sunday.

Section 30.4. Any employee who is not in active pay status on both the scheduled day prior to and the scheduled day following a holiday shall not be paid for that holiday.

**ARTICLE 31
VACATIONS**

Section 31.1. Fulltime employees of the bargaining unit are entitled to vacation with pay after one (1) year of continuous service with the Engineer. The amount of vacation leave to which an employee is entitled, is based maintaining an active pay status or on workers compensation leave from an injury received while working for the employer. Employees on a approved unpaid leave of absence shall not incur a break of seniority however, while on such leave employee shall not accrue vacation time.

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS</u>	
	<u>OFFICE</u>	<u>ROAD & BRIDGE</u>
less than 1 year	none	none
1 year but less than 5 years	70	80
5 years but less than 13 years	105	120
13 years but less than 20 years	140	160
20 years or more	175	200

Section 31.2. Vacation is credited each biweekly pay period at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
<u>OFFICE EMPLOYEES</u>	
70 hours	2.7 hours
105 hours	4.0 hours
140 hours	5.4 hours
175 hours	6.7 hours
<u>ROAD & BRIDGE</u>	
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 31.3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the County.

Section 31.4. Vacations will be scheduled in accordance with the workload requirements of the individual work units. All vacation dates are subject to the prior approval of the Engineer or his designee.

Section 31.5. Request for vacation will be submitted during the month of March of each calendar year. When two or more employees request the same vacation leave period the request of the senior employee will be granted and the less senior employee will be required to request an alternate period.

Vacation requests received after March will be granted, based upon workload requirements and determined by the first submitted request. If two or more employees submit their request on the same day, the determining factor will be seniority.

The parties recognize that the Engineer has the authority to determine the number of employees within each work unit that may be on vacation leave at any given time.

In case of an emergency the Engineer reserves the right to cancel any employee's vacation and require him/her to return to work immediately upon notification.

Section 31.6. Vacations requests of more than one (1) day shall be made two (2) days in advance of taking such leave unless circumstances would prevent the employee from giving such advance notice.

Requests for vacation of one (1) day or less shall be submitted to an employee's immediate supervisor no later than onehalf (1/2) hour prior to an employee's scheduled starting time.

Section 31.7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, the employee may elect to accumulate vacation from year to year. Such accumulation of vacation shall be limited to a maximum of three (3) years.

**ARTICLE 32
INSURANCE**

Section 32.1. Annually, employees shall be offered the same health insurance benefits/plan options as all other Belmont County non-bargaining unit employees as established by the Board of County Commissioners. Any change in employee's premium costs resulting in improvement, or

additions to employee’s benefits shall be administered in accordance with the terms set forth by the Belmont County Board of Commissioners. The Employer shall meet and discuss any such additions, improvements, or changes made to the employee’s benefits prior to any implementation.

Section 32.2. Bargaining unit employees shall be required to pay the same monthly health insurance premium contribution as all other County non-bargaining unit employees of Belmont County electing coverage on the County’s health insurance plan. Bargaining unit employees will be eligible to receive County prescription coverage the same as all other County non-bargaining employees electing prescription coverage.

Section 32.3. The employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract.

Section 32.4. For each month that an employee is in active pay status, the employer shall pay its share of the premium for that month. However, the employer shall not be liable and will not pay for any portion of any monthly premiums ninety (90) calendar days after an employee is not in active pay status for any reasons. At such time the employer ceases premium payment, the employee shall assume responsibility to pay the entire monthly premium costs for all medical and hospitalization benefits, providing such employee elects to continue coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Section 32.5. Any employee who is covered under a spouse hospitalization insurance plan, CHAMPUS, or other acceptable hospitalization plan, may elect to waive hospitalization insurance coverage provided by the employer. In the event such employee elects to waive coverage he/she will be awarded a yearly allotment in an amount determined by the Belmont County Board of County Commissioners. The annual allotment will be provided to employees electing to waive coverage in quarterly allotments. Proof of other hospitalization insurance coverage must be provided to the employer prior to any waiver or payment becomes effective. Such proof of other hospitalization must be submitted during each open enrollment period.

Section 32.6. For the duration of this Agreement the Employer will contribute the following amounts to the Ohio AFSCME Care Plan for Dental Level II on behalf of each bargaining unit employee for the listed benefits under the Plan:

- (A) Effective upon signing and each month for the duration of this Agreement the sum of thirty-four (\$34.00) per month per each bargaining unit employee for Dental Level II.

**ARTICLE 33
LIABILITY INSURANCE**

Section 33.1. Subject to the terms of the contract with the carrier employees in the bargaining unit will be covered by the countywide liability insurance policy.

**ARTICLE 34
RETIREMENT PAY**

Section 34.1. - Retirement

- A. Employees having a minimum of ten (10) years service in public employment or who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, receive a lump sum payment for fifty percent (50%) of accrued but unused sick leave to a maximum amount of fifty per cent (50%) of one hundred and twenty (120) days.
- B. Additionally, Employees electing to retire under the provisions of this Section 34.1 shall receive payment for any and all accrued vacation leave to a maximum amount of three (3) years accrual at the rate as determined in Article 31 above.

Section 34.2. - Separation from Employment Employees separated from employment for any reason other than retirement shall, at the time of separation be entitled to a lump sum payment for all accrued but unused vacation hours to the maximum amounts outlined in Section 34.1 above. Payment of accrued but unused sick leave shall be made to Employees should they become disabled or laid off for a period extending beyond eighteen (18) months.

Section 34.3. - Death Benefit In the event of an Employee’s death and regardless of an Employee’s years of service, the amounts of sick leave and vacation leave outlined in Section 34.1 A and B shall be paid to the Employee’s spouse or estate if there is no surviving spouse.

**ARTICLE 35
WAGES**

Section 35.1.

Effective May 1, 2021, employees shall receive a four percent (4.0%) wage increase. Effective May 1, 2022 employees shall receive a two and one-quarter percent (2.25%) wage increase. Effective May 1, 2023 employees shall receive a two and one-quarter percent (2.25%) wage increase. The following hourly wage rates shall be applicable on the effective dates as indicated below for each bargaining unit employee occupying one of the classifications as listed herein:

EFFECTIVE: May 1, 2021, Wage Table to Reflect a 4.0% Increase

<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
Auto Body and Equipment Repair Worker	\$25.50
Bridge Worker I.....	\$23.87
Bridge Worker II	\$24.73
Clerk.....	\$25.31
Drafting Technician I	\$22.87
Drafting Technician II	\$23.83
Equipment Operator I	\$24.73
Equipment Operator II	\$25.03
Highway Worker I.....	\$21.30
Highway Worker II	\$23.87
Mechanic I.....	\$24.11
Mechanic II	\$25.50
Sign Worker	\$24.62
Tax Map Clerk I.....	\$27.00
Welder I.....	\$24.10
Welder II.....	\$26.32
GIS Technician.....	\$27.00

EFFECTIVE: May 1, 2022, Wage Table to Reflect a 2.25% Increase

<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
Auto Body and Equipment Repair Worker	\$26.07
Bridge Worker I.....	\$24.41
Bridge Worker II	\$25.29
Clerk.....	\$25.88
Drafting Technician I	\$23.38
Drafting Technician II	\$24.36
Equipment Operator I	\$25.29
Equipment Operator II	\$25.60
Highway Worker I.....	\$21.78
Highway Worker II	\$24.41
Mechanic I.....	\$24.65
Mechanic II	\$26.07
Sign Worker	\$25.17
Tax Map Clerk I.....	\$27.61
Welder I.....	\$24.64
Welder II.....	\$26.91
GIS Technician.....	\$27.61

EFFECTIVE: May 1, 2023 Wage Table to Reflect a 2.25% Increase

<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
-----------------------	-------------------------

Auto Body and Equipment Repair Worker	\$26.66
Bridge Worker I.....	\$24.95
Bridge Worker II	\$25.86
Clerk.....	\$26.47
Drafting Technician I.....	\$23.91
Drafting Technician II.....	\$24.91
Equipment Operator I.....	\$25.86
Equipment Operator II.....	\$26.17
Highway Worker I.....	\$22.27
Highway Worker II	\$24.95
Mechanic I.....	\$25.20
Mechanic II	\$26.66
Sign Worker	\$25.74
Tax Map Clerk I.....	\$28.23
Welder I.....	\$25.19
Welder II.....	\$27.52
GIS Technician.....	\$28.23

Section 35.2 Boot Allowance –Bargaining unit employees working on the Bridge Crew and Mechanic only shall receive up to \$50.00 annually, with receipt(s) for the purchase of boots.

**ARTICLE 36
SEVERABILITY CLAUSE**

Section 36.1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 36.2. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

**ARTICLE 37
WAIVER IN CASE OF EMERGENCY**

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Belmont County Engineer, the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union’s replies on grievances; and,
- B. all work rules and/or agreements and practices relating to the assignment of all Department employees.

Section 37.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 38
DRUG AND ALCOHOL TESTING PROGRAM**

Section 38.1. Compliance The Union and the Employer agree that the Engineer and its Employees have the responsibility to comply with the Department of Transportation Federal Highway Administration (FHWA) regulations, including having an anti-alcohol and drug testing program for positions which require a CDL for the performance of their duties and participating in the Federal Motor Carrier Safety Administration’s (FMCSA) Drug and Alcohol Clearinghouse.

Section 38.2. Basic Requirements In accordance with the regulations set forth under the Department of Transportation Federal Highway Administration, the Employer is required to test employees in transportation who drive commercial motor vehicles requiring a CDL to operate for the presence of alcohol and prohibited drugs and provide an Employee Assistance Program. “Prohibited drugs” mean any of the following substances specified in Schedule I or Schedule II of the Controlled Substance Act: marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). The testing is conducted through analysis of a covered employees’ urine. Additionally, the Employer and Union recognize that the Employer shall participate and comply with all requirements outlined in the FMCSA Drug and Alcohol Clearinghouse as required, including reporting any failed and refused drug and alcohol tests by CDL drivers.

Section 38.3. Anti-Drug Plan The Employer is required to maintain and follow a written anti-drug plan. The Belmont County Engineer Department Anti-Drug and Alcohol Plan is designed to comply with all the methods and procedures required.

**ARTICLE 39
COMMERCIAL DRIVERS LICENSE**

Section 39.1. Employees presently employed with the Belmont County Engineer Department and who are required to have Commercial Drivers License (CDL) shall be reimbursed for the cost of renewing such license. Newly hired personnel shall be required to have a Commercial Drivers License in order to be considered qualified for employment with the exception of those classifications not requiring CDL in the performance of their work.

**ARTICLE 40
EMPLOYEE ASSISTANCE PROGRAM**

Section 40.1. The Employer shall have available to all Employees a certified Employee Assistance Program Counselor. Confidentiality of employees who voluntarily or by referral use the services of the EAP will be strictly maintained by the parties.

**ARTICLE 41
ON-CALL PAY**

The Engineer, or designee, shall maintain an on-call schedule for bargaining unit employees for after regular working hour emergency calls. The on-call list shall be for a period of three (3) months. Employees volunteering to be on-call, shall select the week that they are on call based upon seniority. Employees volunteering to be on-call shall be required to fill all the weeks of the three (3) month on-call period. The employee’s on-call week shall begin at the end of the workday on Monday and continue through the start of the following Monday. Each week of the on-call period shall require two (2) employees. Employees shall be paid their on-call pay the pay period after being on-call and shall receive ninety dollars (\$90) per person for the week that they are on call.

All employees possessing a CDL shall be eligible for the on-call list.

Employees shall be permitted to voluntarily sign-up for the on-call list, so long as ten (10) employees volunteer. In the event fewer than 10 employees volunteer, the Employer shall select employees to the on-call list based on the reverse order of seniority on a rotational basis. Once an employee is selected to be on-call by the Employer due to less than 10 employees volunteering, the Employer shall move to the next name on the seniority list.

The on-call employees are required to not only respond to all emergency calls received after regular working hours during the weeks that they are on-call, but also be fit to respond to all emergency call received after regular working hours during the weeks that they are on-call. A failure to respond (or be able to respond) may result in progressive discipline consistent with Article 8, Discipline and Discharge. Responses shall either be in person or by telephone. When an employee responds, the employee shall write in the time that call was received and note the time and reason of the call on his time sheet. The employee shall also note the time that the response was concluded for compensation purposes. Employees shall receive the appropriate call-in pay consistent with Article 21, Call-In.

In the event employees wish to switch weeks that they are on-call with one another, they may do so with prior written notice to the Department Head. If it is necessary to switch days that an employee is on-call, employees shall provide notice to the Supervisor, but that shall not change the on-call pay. However, the employee responding will receive the appropriate compensation for the call-out.

The on-call employees shall be responsible for assessing the emergency and determining whether additional personnel are necessary for responding after discussing the matter with a supervisor. In the event additional personnel are required, employees shall be called in the following order: (1) the voluntary overtime list and then (2) from the entire Engineer’s Office in the reverse order of seniority.

**ARTICLE 42
DURATION OF AGREEMENT**

Section 41.1. This Agreement shall be effective May 1, 2021, and shall remain in full force and effect until midnight April 30, 2024.

Section 41.2. If either party desires to modify or and this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement the process required by SERB. The parties shall commence negotiations upon receiving notice of intent.

Section 41.3. Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 41.1 above.

Section 41.4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Engineer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 41.5. This Agreement constitutes the entire Agreement between the parties.

SIGNATURE PAGE

Executed at St. Clairsville, Ohio this 26th day of May, 2021.

FOR THE UNION:

Dori Talstein /s/Staff Rep
Dori Talstein, AFSCME Staff Rep.
Mike Drake /s/

Dustin Roe /s/

FOR THE EMPLOYER:

Terry Lively /s/
Terry Lively, P.E., P.S., County Engineer
Shereza O'Hara /s/
Shereza O'Hara
Dwayne Leach /s/
Dwayne Leach
Keith Luyster /s/
Keith Luyster
Ed Bond /s/
Ed Bond
Mike Lloyd /s/
Mike Lloyd
Anthony Atkins /s/
Anthony Atkins
Katie Bayness /s/
Katie Bayness

Approved as to Form:

Kevin Flanagan /s/
Daniel P. Fry, Prosecuting Attorney
Kevin Flanagan

Belmont County Commissioners:

J. P. Dutton /s/
J.P. Dutton
Josh Meyer /s/
Josh Meyer
Jerry Echemann /s/
Jerry Echemann
Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Amendment and Ratification of Paid-Up Oil & Gas Lease, effective August 29, 2018, between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC.

Note: The amendment is adding vesting instruments that were omitted from the original lease. There is no change in acreage.

**AMENDMENT AND RATIFICATION OF
PAID-UP OIL AND GAS LEASE**

THIS AMENDMENT AND RATIFICATION OF PAID-UP OIL AND GAS LEASE (this “**Amendment**”), effective as of August 29, 2018 (the “**Effective Date**”), by and between **The Belmont County Board of Commissioners, by Jerry Echemann as President, Josh Meyer as Vice President, and J.P. Dutton as Commissioner**, whose address is 101 West Main Street, St. Clairsville, Ohio 43950 (“**Lessor**”) and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 (“**Lessee**”) (the aforementioned parties being referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS:

WHEREAS, The Belmont County Board of Commissioners, by J.P. Dutton as President, Josh Meyer as Vice President, and Mark A. Thomas as Commissioner, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Paid-Up Oil and Gas Lease dated August 29, 2018, and recorded in the lease book land records of Belmont County, Ohio, at Official Record Book 795, Page 465, as Instrument No. 201800010754 on September 21, 2018 (the “**Oil and Gas Lease**”), covering the oil and gas interests in certain lands in the Townships of Richland and Wheeling, County of Belmont, State of Ohio, as more particularly described therein; and

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

AGREEMENT:

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

I. AMENDMENT TO THE OIL AND GAS LEASE

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

II. MISCELLANEOUS

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

May 26, 2021

Lease” or “this Oil and Gas Lease” or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby. Further Assurances.

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

b. Counterparts.

This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

c. Entire Agreement.

This Amendment (including Exhibit “A” hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

d. Defined Terms.

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

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

LESSOR:

The Belmont County Board of Commissioners

By: Jerry Echemann /s/

Name: Jerry Echemann, President

By: Josh Meyer /s/

Name: Josh Meyer, Vice President

By: J. P. Dutton /s/

Name: J.P. Dutton, Commissioner

Upon roll call the vote was as follows:

LESSEE:

ASCENT RESOURCES – UTICA, LLC
an Oklahoma Limited Liability Company

By: _____

Name: Kade R. Smith

Title: Attorney-in-Fact

Mr. Echemann Yes

Mr. Meyer Yes

Mr. Dutton Yes

IN THE MATTER OF ENTERING INTO OIL AND GAS LEASE

WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective May 26, 2021, in the amount of \$4,500 per net leasehold acre for 6.769 acres located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$30,460.50.

PAID-UP

OIL & GAS LEASE

Lease No. _____

This Lease made this 26th day of May, 2021, by and between: **The Belmont County Board of Commissioners, by Jerry Echemann as President, Josh Meyer as Vice-President, and J.P. Dutton as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called “Lessor,” and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called “Lessee.”

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

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

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

Township: 7; Range: 4; Sections: 28 (NW ¼) & 29 (SW ¼): Tax Parcel No.: 32-01116.000, Containing 7.76 acres

Township: 7; Range: 4; Sections: 27 (NE ¼) & 28 (SE ¼): Tax Parcel No.: 32-60014.000, Containing 38.2668 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 46.0268 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. May 26, 2021 (effective date) to 11:59 P.M. May 25, 2026 (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

Jerry Echemann /s/

By: Jerry Echemann, President

Josh Meyer /s/

By: Josh Meyer, Vice-President

J. P. Dutton /s/

By: J.P. Dutton, Commissioner

APPROVED AS TO FORM:

David K. Liberati /s/ Assist. P.A.

PROSECUTING ATTORNEY

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 May 26, 2021, by and between **The Belmont County Board of Commissioners, by Jerry Echemann as President, Josh Meyer 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 46.0268 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 Four Thousand Five Hundred Dollars (\$4,500.00) 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 water 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

Jerry Echemann /s/

By: Jerry Echemann, President

Josh Meyer /s/

By: Josh Meyer, Vice-President

J. P. Dutton /s/

By: J.P. Dutton, Commissioner

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ANNUAL MAINTENANCE PROPOSAL FROM 3SG PLUS, LLC/RECORDS DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the annual maintenance proposal for document management software from 3SG Plus, LLC, for the Belmont County Records Department in the annual amount of \$5,000.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM 4 SEASONS WINDOW CLEANING/COURTHOUSE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from 4 Seasons Window Cleaning, in the amount of \$1,275.00 to wash all three floors of exterior windows of the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

RECESS

Kelly Porter, Belmont County Water & Sewer District Director

Re: USDA Projects update

Mr. Porter explained the county received a \$60 million funding package from USDA. It was a \$15 million grant and a \$45 million loan with a 1.25% interest rate and a 40 year term. The new water treatment plant in Bellaire has a construction cost of \$27,668,200 and is 15% completed. He said it is the most complicated project they have. It is designed for a capacity of 6 million gallons a day and can allow up to 9 million gallons a day if needed in the future. The Little McMahan Creek Pump Station's construction cost is \$1,256,552 and is 15% complete. The new pump station will boost flow and pressure with a tripled capacity. The Phase I Waterline Project is approximately 3 miles of 24" and 16" on new waterline. The construction cost is \$3,093,950 and is 55% complete. The Phase II Waterline Project is approximately 4.4 miles of 24" waterline replacement. The construction cost is \$6,650,000 and is 45% complete. A new meter reading system's construction cost is \$2,282,959 and is 5% complete. It will be a more efficient system. There will also be a new service building that should start construction next week. The cost is \$524,000 and will include a locker room, break room and office. The new office building for the Water and Sewer District that was purchased in 2017 is also part of the USDA funding package. There were structural problems with the old building. Mr. Porter also reviewed the sewer projects. The Fox-Shannon Wastewater Plant upgrades have a construction cost of \$8,158,622 with construction to start next year. The capacity will be increased by a third and they are getting rid of chlorination and will use ultraviolet light for disinfection. The Wastewater System upgrade has a construction cost of \$549,980 and is 70% complete. The upgrade will aid in future capacity. The Summer Hill Lift Station's construction cost is \$649,836 and the Ohio Valley Mall Lift Station's construction cost is \$729,181. Both of these projects should start mid-June. "Over the next 10 years, we're anticipating spending another \$30 million into water. A lot of old infrastructure, a lot of this depends

May 26, 2021

too on how the area develops. For the sewer, we're looking at an additional \$8 million over the next 10 years, and the majority goes to our lift stations that are old," said Mr. Porter. Mr. Echemann noted the USDA package doesn't cover all of the needs for water and sewer.

Commissioner Meyer exited the meeting.

10:00 Bid Opening-Engineer's Project 20-11 TID CR 80 (Pogue Road), CR 84 (Oakview Rd. & Executive Drive) Road Reconstruction

IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 20-11 TID CR80, CR84 ROAD RECONSTRUCTION

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 20-11 TID CR 80, CR 84 Road Reconstruction they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
NLS Paving 67925 Bayberry Dr. Suite B St. Clairsville, OH 43950	X	\$1,038,982.71
Cast & Baker 2214 Washington Road Canonsburg, PA 15317	X	\$1,158,036.32
Shelly & Sands PO Box 66 Rayland, OH 43943	X	\$1,106,522.90

Engineers Estimate: \$1,369,824.50

Present: Belmont County Engineer Terry Lively, Sam Haverty, Shelly & Sands, Dave Lash, Cast & Baker and Rick Oberdick, NLS Paving.

Motion to made by Mr. Echemann, seconded by Mr. Dutton turn over all bids received for the Belmont County Engineer's **Project 20-11 TID CR 80, CR 84 Road Reconstruction** to County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

Discussion-County Engineer Terry Lively said this project is being done through the Belmont County Transportation Improvement District (TID). A TID grant in the amount of approximately \$250,000 and a grant for \$125,000 from Ohio Jobs and Commerce will help pay for the project. Larry Merry, Belmont County Port Authority Director, said the roads lead to Fox Commerce Park and the fairgrounds. TID is just one avenue the community uses to get projects such as this. Mr. Dutton said he sits on the TID board and approximately 40% of the project will be paid for with grant dollars. He noted the TID funds are General Fund money.

RECESS

Kelly Porter, Belmont County Water & Sewer District Director

Re: USDA Projects update continued

Mr. Porter said all of the projects should be wrapped up late this year except for the Fox Shannon Plant which should be completed mid-June 2022. Mr. Dutton said it was an excellent presentation. He said the county is trying to make sure the system is maintained, provide water and prepare for growth. Mr. Porter said the USDA package was the biggest ever in the State of Ohio.

RECESS

Dwayne Pielech, Senior Services of Belmont County Executive Director

Re: Older Americans Month Proclamation

Present: St. Clairsville Senior Center participants, John Wodarczyk, Leann Cook, Opal Stewart and Cindy Wheeler

Mr. Pielech said during the last year they have served thousands of seniors in Belmont County. The department provided deliveries of produce and other food as well as providing vouchers for local farmers' markets. "From today to a year ago, we are now doing 150 more home-delivered meals daily than a year ago," said Mr. Pielech. Over 200,000 miles have been driven to transport seniors to medical appointments and procedures. Mr. Pielech said many seniors are looking forward to the centers re-opening. He added they will be implementing some new technology such as upgrading the website and installing cameras. Ms. Wheeler said she missed the socialization most of all. Ms. Stewart said attending the St. Clairsville Senior Center changed her life. "We need our centers, we need our friends," she said. Mr. Dutton said it is good to finally be getting to this point. He commended Mr. Pielech and his staff for what they did for the seniors during the pandemic. He added Belmont County is very fortunate with the services the seniors have and they will continue to support and provide the level of services the seniors are used to.

IN THE MATTER OF ADOPTING THE PROCLAMAION IN HONOR OF OLDER AMERICANS' MONTH

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the proclamation in honor of Older Americans Month.

***PROCLAMATION
IN HONOR OF
OLDER AMERICANS' MONTH***

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the proclamation in honor of Older Americans Month.

Whereas, Belmont County has 17,000 citizens ages 60 and older who enrich and strengthen our communities through their diverse life experience; and

Whereas, Belmont County is committed to assisting, supporting and engaging older residents with essential programs and services to make their lives as productive as possible; and

Whereas, Belmont County recognizes the importance, today more than ever before, with keeping our older adults safe and healthy; and

Whereas, Belmont County recognizes and appreciates the value and importance of bringing together all generations and engaging in activities that promote physical, mental and emotional well-being for the benefit of all; and

Whereas, Belmont County can enrich the lives of individuals of every age by:

- Promoting home- and community-based service that support independent living;
- Involving older adults in community planning, events, and other activities; and,
- Providing opportunities for older adults to work, volunteer, learn, lead and mentor.

Now therefore, be it resolved, the Board of Commissioners of Belmont County, Ohio does hereby proclaim May 2021 to be Older Americans Month. We urge every resident to take time during this month to recognize older adults and the people who serve and support them as vital members of our communities.

May 26, 2021

Adopted this 26th day of May, 2021.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

J. P. Dutton /s/

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:30 A.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:52 P.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 12:52 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions for the board to consider.

May 26, 2021

May 26, 2021

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:56 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 12:56 p.m.
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 June, 2021.

Jerry Echemann /s/_____

Josh Meyer /s/_____ COUNTY COMMISSIONERS

J. P. Dutton /s/_____

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

Jerry Echemann /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK