

St. Clairsville, Ohio

June 30, 2021

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 \$3,215,469.11

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*:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A10.000 Transport of Inmates	\$15,000.00
E-0181-A003-A06.011 Contract Services	E-0181-A003-A11.000 Other Expenses	\$38,000.00
E-0256-A014-A06.006 Group Liability	E-0257-A015-A15.074 Transfers-Out	\$1,772,248.15

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S58.000 Communications	\$205.00
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S60.000 Maintenance	\$710.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S51.002 Salaries	\$20,162.23
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S57.000 Travel/St. Dev.	\$3,200.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S66.003 PERS	\$10,000.00

S84 EASTERN DIVISION COURT COMPUTER FUND

FROM	TO	AMOUNT
E-1570-S084-S06.000 Computer Software	E-1570-S084-S07.000 Computer Other Exp.	\$5,000.00

T11 BEL CO COMMISSIONERS C.D.B.G.

FROM	TO	AMOUNT
E-9702-T011-T02.00 Home Grant-Monies from HUD	E-9702-T011-T06.000 Home Prog Inc Expense	\$3,061.23

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 O54 DEBT SERVICE – COUNTY ISSUES FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers-Out	R-9254-O054-O10.574 Transfers In	\$1,772,248.15

N29 CAPITAL PROJECTS – FACILITIES AND O54 DEBT SERVICE – COUNTY ISSUES

FROM	TO	AMOUNT
E-9029-N029-N19.055 Phase I Renovations H.P. Building	R-9254-O054-O10.574 Transfers In	\$834,052.22
E-9029-N029-N20.055 Phase II Renovations HP	R-9254-O054-O10.574 Transfers In	\$1,239,931.57

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 30, 2021:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

General Fund

E-0181-A003-A06.011	Contracts Services	\$179.20
<u>N29 Capital Projects-Facilities</u>		
E-9029-N029-N19.055	Phase I Renovations-H.P. Buildi	\$834,052.22
E-9029-N029-N20.055	Phase II Renovations HP	\$1,302,731.57

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 June 30, 2021 meeting:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas	\$23,367.77
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W81 D.R.E.T.A.C.-PROSECUTORS EXPENSES

E-1510-W081-P07.006	Hospitalization	\$9,000.00
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Y02 MUNICIPAL AUTO LICENSE

E-9802-Y002-Y05.000	Village of Brookside	\$20,050.00
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A09.000	Medical	\$262.76
E-0131-A006-A10.000	Transport	\$100.00
E-0131-A006-A17.010	Cruisers	\$1,248.14
E-0131-A006-A18.000	Communications	\$583.77
E-0131-A006-A23.000	Background	\$302.00
E-0131-A006-A24.000	E-SORN	\$635.00
E-0131-A006-A32.000	Warrant Fee	\$660.00
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$25,962.23
E-5101-S001-S06.000	CCW License	\$1,311.00
E-5101-S001-S07.012	CCW Equipment	\$1,130.00
E-9710-U010-U06.000	Reserve	\$880.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR JUNE 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of June 2021.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,493.22
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	985.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,339.66
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,493.68
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	386.40
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,845.54
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,901.11
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,125.28
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,285.43
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	625.52
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,249.84
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,998.74
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,951.92
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,297.88
PROSECUTING ATTNYP	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,923.36
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,852.52
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	24,511.49
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,651.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,207.80
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,111.09
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,540.70
BD OF ELECT/EMPLYP	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,780.46
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	28.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	88.12
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			111,661.30
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,537.85
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,376.23

Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	98.12
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	803.52
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	448.72
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	680.41
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	2,688.79
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	423.99
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	486.23
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	806.14
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	112.47
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	217.45
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,315.65
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	78.10
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	51.92
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	48,797.91
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	0.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,159.48
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,391.13
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,724.80
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,796.83
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,823.58
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,402.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,364.73
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	310.11
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	654.29
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,153.87
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	718.60
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	16,430.33
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,049.43
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,669.22
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,167.45
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,282.93
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,483.22
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	0.00
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,674.12
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	36,252.14
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	19,065.29
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,870.39
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	489.80

WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	637.40
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	101.64
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,115.08
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	787.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	140.00
			321,442.36

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.

2020 CLOSED PO’S-

N29 Capital Projects-Facilities			
PO# 522342	E-9029-N029-N19.055	Phase I Renovations-H.P. Building	\$834,052.22
PO# 522345	E-9029-N029-N20.055	Phase II Renovations-H.P.	\$750,000.00
PO# 522346	E-9029-N029-N20.055	Phase II Renovations-H.P.	\$500,000.00
PO# 522347	E-9029-N029-N20.055	Phase II Renovations-H.P.	\$ 52,731.57

OIL & GAS RECEIPTS MAY AND JUNE/GENERAL FUND-\$23,367.77 deposited into R-0050-A000-A02.500 on dates below-

05/27/2021	\$54.50
06/01/2021	\$9,453.15
06/01/2021	\$287.98
06/02/2021	\$316.44
06/02/2021	\$111.47
06/02/2021	\$400.65
06/02/2021	\$883.26
06/02/2021	\$894.99
06/02/2021	\$5,342.18
06/72/2021	\$4,099.47
06/07/2021	\$185.70
06/07/2021	\$1,337.98

TOTAL \$23,367.77

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 June 30, 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:

HUMAN RESOURCES-Katie Bayness to Logan, OH. on August 3 to August 6, 2021, to attend the OHPELRA Board Retreat. Katie Bayness to Lewis Center, OH, on September 8 to September 9, 2021, to attend the OHPELRA Fall Training.

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 June 23, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR LICENSE TRANSFER FOR HARTMANS GROCERY & CONF & PATIO

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 D1 & D2 liquor license, Permit No. 3647784, from Arthur James Hartman Jr. DBA Hartmans Groc and Conf & Patio, 67310 Warnock St. Clairsville Rd., Richland Township, St. Clairsville, OH 43950 to Hartmans Grocery LLC, DBA Hartmans Groc & Conf & Patio, 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 ADOPTING RESOLUTION APPROVING NEW FEE
SCHEDULE FOR APPOINTED COUNSEL**

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 30th day of June 2021, at the office of the Commissioners with the following members present:

Jerry Echemann	Josh Meyer	J. P. Dutton
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RESOLUTION

Motion made by Mr. Echemann, seconded by Mr. Meyer to amend paragraph four of the resolution adopted January 19, 2000, pertaining to the County Public Defender Commission as follows:

RESOLVED, that in the event that it is necessary to have additional court-appointed defenders that they shall hereafter be paid according to standards and regulations imposed by the Ohio Public Defender as set forth in Belmont County’s 2021 appointed Counsel fee Schedule (attached). **Amounts over the allotted State maximum fee schedule will not be paid.** If a case is eligible for extraordinary fees and the State Maximum fee is exceeded, payment of an extraordinary fee may be authorized upon the discretion of the Judge. This will be allowed only with the **prior approval** of the Judge and a **signed Docket Entry** stating “extraordinary fees granted.”

RESOLVED, that the appointed counsel form must be submitted properly and timely for consideration, no later than forty-five days after the date of dismissal, or **no payment will be made.**

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 AGREEMENT WITH
VAUGHN, COAST & VAUGHN/WATER & SEWER DEPT.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign an agreement for professional engineering services with Vaughn, Coast and Vaughn, Inc., in the amount of \$35,000.00 for the Repair and Recoat the Fox Shannon, Glencoe and Myers Water Tanks project, based upon the recommendation of Water and Sewer District Director Kelly Porter.
Note: This will be paid from the Water Capital Improvement Fund.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR ENGINEERING SERVICES**

This is an Agreement entered into this 30th day of June 2021, by and between the **Belmont County Board of Commission** (OWNER) and **Vaughn, Coast & Vaughn, Inc.** (ENGINEER).
Whereas, OWNER intends to **Repair and Recoat the Fox Shannon, Glencoe, and Myers Water Tanks**, (Project), OWNER and ENGINEER hereby agree in respect to the performance of professional engineering services by ENGINEER and to the payment for these services by OWNER as established below:

ENGINEERING SERVICES

- During the STUDY AND REPORT phase of the Project, ENGINEER shall provide the following services:
 - Not Used.**
- During the DESIGN, BIDDING & NEGOTIATING, AND CONSTRUCTION phase of the Project, ENGINEER shall provide the following services:
 - Complete engineering design in accordance with generally accepted professional standards.
 - Prepare, for incorporation in the Contract Documents, final drawings and specifications of sufficient detail of scope, extent and character of work to be furnished and performed by Contractor.
 - Prepare construction contracts, general conditions, bidding forms, invitations to bid and instruction to bidders (Bid Documents).
 - Provide necessary copies of Bid Documents, Plans and Specifications to OWNER for record.
 - Provide additional copies of Bid Documents, Plans and Specifications for use of Bidders for a fee to be paid by Bidders.
 - Review, tabulate and evaluate bids received and provide recommendation of award to OWNER.
 - Prepare and provide Contract Documents for construction of the Project.
 - Review shop drawings for conformity to intent of Contract Documents and take appropriate action.
 - Issue interpretation and clarification of Contract Documents as necessary for the project.
 - Administer change orders for the Project.
 - Review for accuracy construction contractor's periodic estimates for payment and provide recommendation of payment.
 - Conduct a final inspection to provide a greater degree of assurance that construction is complete in general accordance with Contract Documents.
- During the CONSTRUCTION phase of the Project, ENGINEER shall provide the following services:
 - ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall direct the services of a qualified and recognized Tank Painting Quality Control Inspection Firm, provided by Belmont County, at the site to assist ENGINEER and to provide Critical Point observation of the repainting work. Based on information obtained during such visits and onsite observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

The purpose of ENGINEER's visits to and representation by the Owner’s contracted Tank Painting Quality Control Inspector at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken during construction, and to provide OWNER a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s).ENGINEER shall not, during these visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have any control over Contractor(s)' work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of the construction selected by Contractor(s), for the safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor shall the ENGINEER assume any responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

COMPENSATION FOR ENGINEERING SERVICES

- OWNER shall compensate ENGINEER for said services rendered as follows:
 - For services rendered during the STUDY AND REPORT phase of the Project, as described in paragraph 1.1, a lump sum fee of: **Not Used.**
 - For services rendered during the FINAL DESIGN phase of the Project, as described in paragraphs 2.1 through 2.4, a lump sum fee of: **\$20,000.**
 - For services rendered during the BIDDING AND NEGOTIATING phase of the Project, as described in paragraphs 2.5 through 2.7, a lump sum fee of: **\$5,000.**
 - For services rendered during the CONSTRUCTION phase of the Project, as described in paragraphs 2.8 through 3.1, lump sum fees

5. OWNER shall be responsible for:

- 5.1. Arranging access to and making provision for ENGINEER to enter upon public and private lands as required for ENGINEER to perform services under this Agreement.
- 5.2. Removal of trees, removal of electrical services from tanks, permanent improvements to tank access roads, asphalt berm improvements beneath Maynard Tank, fencing repairs/upgrades, and any other improvements to each water tank facility and site not related directly to the repairs and painting of each water tank.
- 5.3. Contracting with a qualified, recognized Tank Painting Quality Control Inspection Firm who will take direction from the Engineer.

6. Special Provisions:

6.1. This Agreement, consisting of pages 1 through 4, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

6.2. The Auditor shall execute the attached Auditor's Certificate stating that funds are available or are in the process of collection for the amounts outlined above in paragraphs 4.1 through 4.5.

OWNER: Belmont County Commission
By: Jerry Echemann /s/
Commissioner

ENGINEER: Vaughn, Coast & Vaughn, Inc.
By: Jeffery A. Vaughn
Jeffrey A. Vaughn, P.E., Vice-Pres.

APPROVED AS TO FORM
David K. Liberati /s/ Assist. P.A.
 Belmont County Prosecutor

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between the Belmont County Dept. of Job & Family Services and the Community Action Commission of Belmont County, for the Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring and Financial Literacy for In-School Youth and Out-of-School Youth, in the not to exceed amount of \$440,000.00, effective July 1, 2021 to June 30, 2022 for Program Year 2021.

Whereas, this contract, entered into on the **30th** day of **June 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2021 (July 1, 2021-June 30, 2022). These services are five (5) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program's services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

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

Contractor: The Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
(740)695-0293

This contract and its terms for Program Year 2021 (PY21) will become effective on July 1, 2021. The termination date of this contract is June 30, 2022. This contract is the final year of the four year RFP that began with PY18 on July 1, 2018.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6))], a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6))], a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Tutoring/Study Skills/Dropout Prevention

These strategies must lead to completion of the requirement for a secondary school diploma or its recognized equivalent, including a recognized certificate or attendance or similar document for individuals with disabilities, or for a recognized post-secondary credential.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Financial Literacy

Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending, credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

Proportional payment would occur at the Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015 Ohio House Bill 64, the state's biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/ Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth.
2. The Contractor shall pay all wages or stipends to participants.
3. The Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. The Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
6. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
7. The Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
8. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. The Contractor may refer potential participants to the Purchaser for eligibility determination.
10. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor's staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
11. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
12. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
14. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; Tutoring/ Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article IV: DEFINITIONS:

- **Financial Literacy:** Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending; credit and debt; increase awareness on the

availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.

- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- **Tutoring/Study Skills/Dropout Prevention:** Strategies that lead to the completion of the requirements for a secondary school diploma or its recognized equivalent, including a recognized certificate or attendance or similar document for individuals with disabilities, or for a recognized post-secondary credential.
- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

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

Performance Standards

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in their designated service(s) according to their Individual Opportunity Plan (IOP): Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy.**
4. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
5. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.**
6. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor’s staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
7. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

The Contractor’s failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

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

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

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

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

F. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$440,000.00. This is further restricted as follows:

- \$242,178.00 is CCMEP TANF Funds (CFDA #93.558)
- \$25,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)
- \$172,822.00 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds
 - Of this funding, \$8,078.00 is allocated toward Tutoring, Study Skills and Dropout Prevention; \$132,009.00 is allocated toward Work Experience; \$13,032.00 is allocated toward Leadership Development; \$6,671.00 is allocated toward Adult Mentoring; and \$13,032.00 is allocated toward Financial Literacy.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;

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

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

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$24,592.00
Operating Staff Wages and Fringes	\$128,225.00
Participant Wages and Fringes	\$237,707.00
Operating Expenses	\$41,360.00
Administrative Expenses	\$8,116.00
TOTAL COST:	\$440,000.00
MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:	\$440,000.00

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVIII COMPLIANCE

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

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

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT
The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIVDAVIS-BACON ACT
The Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

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

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

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

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

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

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

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

SIGNATURES:

<u>Jeffery Felton /s/</u>	<u>6/28/2021</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)695-1075	
<u>J. P. Dutton /s/</u>	<u>6/30/21</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>6-30-21</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>6/30/21</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Alaire Mancz /s/</u>	<u>June 24 2021</u>
Alaire Mancz, Director	Date
Community Action Commission of Belmont County 153 ½ West Main Street St. Clairsville, OH 43950 (740)695-0293	
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>6-29-21</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A MASTER LICENSE AGREEMENT
AND STATEMENT OF WORK NO. 1 WITH ISSG, INC/AUDITOR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a Master License agreement and Statement of Work No. 1 with ISSG, Inc., on behalf of Belmont County Auditor’s office, for PTS Software and Services for a three (3) year term, in the amount of \$196,423.00.

**SaaS
MASTER LICENSE AGREEMENT**

This SaaS Master License Agreement (“Agreement”) is entered into effective June 30, 2021 (“Effective Date”), by and between **ISSG, Inc.**, an Ohio corporation with its principal place of business at 1664 E State Route 73 Waynesville OH 45068 (“Licensor”), and **Belmont County** with its principal place of business at **101 West Main Street St. Clairsville, OH 43950** (“Licensee”).

For good and valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

- (a) **“PTS Software”** means the property taxation system software (including any applicable fixes or patches which Licensor may receive pursuant to the terms of this Agreement), as specifically identified in one or more executed SOWs. Exhibit A contains a description of the PTS Software.
- (b) **“Fees”** means any and all fees due and payable to Licensor including, but not limited to Software fees, Service fees, or any other fees associated with a SOW.
- (c) **“Service(s)”** means all services that may be provided by Licensor as described herein.
- (d) **“Statement of Work”** or **“SOW”** means one or more separately executed statements of work executed by the parties. The initial Statement of Work is attached hereto.
- (e) **“Term”** means the period in which Licensee subscribes (including payment thereof) to the PTS Software as set forth in a SOW. Except as explicitly set forth in a SOW, the Term shall automatically renew for additional one (1) year term(s), unless either party provides ninety (90) days prior written notice to the end of the initial term or any renewal term, as applicable.

2. NON-EXCLUSIVE LICENSE

Subject to compliance with the terms of this Agreement and payment of all applicable Fees, during the Term of this Agreement, Licensor grants Licensee a non-exclusive license to use the PTS Software.

The Licensee shall not assign, transfer, sublicense, lease, rent or share any license granted hereunder. Licensee shall not disassemble, re-manufacture, modify the source code, create derivative works of the source code, decompile, reverse engineer, or otherwise misappropriate any of the intellectual property of Licensor and/or its suppliers or licensors. By using the PTS Software, the Licensee and its employees and agents agree to be bound by the terms of this Agreement.

3. OTHER LICENSOR OFFERINGS

Exhibit B contains a description of the Services currently offered by Licensor. Licensor reserves the right to discontinue any Service offering prior to execution of a SOW. In the event that Consulting Services include any customization work, subject to payment of all applicable Fees, Licensor grants Licensee a perpetual non-exclusive license to use the customization work.

4. PAYMENT

Licensee shall pay Licensor the Fees in the amount and manner specified in the applicable SOW. All amounts specified in the SOW are exclusive of any applicable value added, use, sales, service, property or other taxes or contributions, which Licensee will pay in addition to the amount due and payable.

5. OBLIGATIONS OF THE PARTIES

- (a) Licensee shall use commercially reasonable efforts to promptly provide to Licensor reasonable information, documentation and access to Licensee’s facilities, equipment, hardware and personnel as requested by Licensor to facilitate Licensor’s performance hereunder.
- (b) The Licensee shall be responsible for the application, operation, maintenance, and support of its systems, hardware, internet connection, wifi connection, and software and all components thereof including, but not limited to, the implementation of appropriate procedures, training, and safeguards.
- (c) Licensee shall ensure that only authorized personnel access the PTS Software and shall ensure protection of all applicable passwords.
- (d) Notwithstanding anything herein to the contrary, Licensee shall be responsible for confirming the validity of all data input or transferred into the PTS Software and making any applicable changes.
- (e) Licensee shall be responsible for providing complete and accurate data to be used in conversion.

6. DISCLAIMERS AND TRIAL PERIOD

- (a) **Disclaimers.** LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
- (b) **Trial Period.** Notwithstanding Section 6(a), Licensee shall have the right to terminate a SOW for any reason or no reason for a period of thirty (30) days from the date Licensee is granted access to the PTS Software; provided that Licensee provides Licensor written notice of termination of this SOW within said thirty (30) day period

7. OWNERSHIP

All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the PTS Software are and shall remain the exclusive property of Licensor and/or its suppliers or licensors, whether or not specifically recognized or perfected under local applicable law. Licensee shall not take any action that jeopardizes Licensor’s and/or its suppliers’ or licensors’ proprietary rights, including, but not limited to, altering or removing any patent, copyright or trademark notice. Licensee acknowledges and agrees that it acquires no right in the PTS Software, except the limited use rights set forth herein.

8. INDEMNITY

Licensor hereby agrees to indemnify and hold harmless Licensee and its employees, directors, and agents against any third-party claim of patent, copyright, trademark, trade secret, mask work or other intellectual property infringement made against Licensee on account of the PTS Software, provided that Licensee notifies Licensor promptly in writing of the claim, provides reasonable assistance in connection with the defense and settlement thereof, and permits Licensor to have sole control of the defense and settlement thereof. Licensor will indemnify and hold Licensee harmless against any loss, damage, award or expense (including reasonable attorneys’ fees) resulting from such claim. Licensor will have no liability to the extent the alleged infringement is caused by (a) any modification of the PTS Software, (b) any combination of the PTS Software with any third-party software, services, equipment, data or materials, (c) where Licensee continues the allegedly infringing activity after being notified thereof or of modifications in accordance with this section that would have avoided the alleged infringement, or (d) where Licensee’s use of the PTS Software is not in accordance with this Agreement. In the event of an infringement action against Licensee with respect to the PTS Software, or in the event Licensor believes such a claim is likely, Licensor may, at its option (i) appropriately modify the PTS Software, or substitute other non-infringing software; (ii) obtain a license with respect to the applicable third-party intellectual property rights; or (iii) if neither (i) nor (ii) is commercially reasonable in Licensor’s opinion, terminate this Agreement. In the event of such termination, Licensor shall refund to Licensee the Fee paid to Licensor for the current term.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF USE, OR LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO LICENSOR OR COULD HAVE BEEN REASONABLY FORESEEN BY LICENSOR. LICENSOR’S LIABILITY, IF ANY, ON ANY CLAIM FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT WHICH HAS BEEN PAID TO LICENSOR BY LICENSEE FOR THE CURRENT TERM.

10. ASSIGNMENT

Licensee shall not assign, delegate or otherwise transfer (whether by operation of law or not) this Agreement or any of its rights or obligations hereunder without Licensor's prior written approval. Licensor may assign this Agreement.

11. RELATIONSHIP OF THE PARTIES

Neither this Agreement, nor any of its attachments, or any other agreement shall create a partnership, joint venture, employee-employer relationship, master-servant, principal-agent, or other relationship whatsoever between the parties hereto.

12. SEVERABILITY

Each provision of this Agreement is severable. If a provision is found to be unenforceable, such finding does not affect the enforceability of the remaining provisions, terms, or conditions of this Agreement.

13. ENTIRE AGREEMENT

This Agreement and all attachments, including all Exhibits and Statements of Works, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings, and negotiations, whether oral or written, between the parties. Any terms and conditions of any unilateral letter, memorandum, purchase order or other writing issued by Licensee shall not be binding on Licensor.

14. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid to the party's address set forth above. Notice shall be effective upon receipt.

15. DATA OWNERSHIP AND USE

Licensee shall own all data input by Licensee into the PTS Software system. Notwithstanding the foregoing, Licensor shall have the right to use all such data to (a) perform its duties under this Agreement, (b) offer additional functionality to Licensee, or (c) use the data to improve upon the PTS Software and market its capabilities.

16. MISCELLANEOUS

Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by an authorized representative of Licensor and Licensee. The waiver by either party of one breach or default of the other party or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

Neither party shall be responsible or liable to the other party for nonperformance or delay in performance due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, wars, riots, strikes or other labor disputes, shortages of labor or materials, electrical outages, fires, and floods.

This Agreement shall be governed by the laws of the State of Ohio, without giving effect to the conflict of law provisions thereof.

The person signing this Agreement and/or any SOW on behalf of the Licensee represents and warrants that he or she has the right and authority to execute said agreements.

This Agreement and any applicable SOWs may be executed in multiple counterparts, all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

ISSG, Inc. ("Licensor")

By: Aaron Fortener

Name: Aaron Fortener

Title: Vice President

Belmont County Auditor ("Licensee")

By: Cindi Henry

Name: Cindi Henry

Title: Belmont County Auditor

Belmont County Commissioner ("Licensee")

By: Jerry Echemann

Name: Jerry Echemann

Title: Belmont County Commissioner

Belmont County Commissioner ("Licensee")

By: Josh Meyer

Name: Josh Meyer

Title: Belmont County Commissioner

Belmont County Commissioner ("Licensee")

By: J. P. Dutton

Name: J. P. Dutton

Title: Belmont County Commissioner

APPROVED AS TO FORM:

David Schuchman
PROSECUTING ATTORNEY

Exhibit A
Description of PTS Software

The Property Taxation System (PTS) Software is a cloud hosted, web based tool for managing the lifecycle of Real Property. Real Property including parcels, land, improvements, manufactured homes, public utilities, oil/gas wells, public website, etc. In addition to managing the details of those items, the system also provides the ability to manage tax collection and those items that impact tax bills like homestead exemption, CAUV, special assessments, etc. Your subscription to PTS includes system management, hosting, storage, nightly extracts to county's ftp server, and current third party integrations (sketch, bulk document attachment, mailing address validation).

Exhibit B
Licensor Services

1. Maintenance and Support Services

As a subscriber to the PTS Software, Licensee will receive, at no additional charge, Maintenance and Support Services: (a) all applicable fixes and patches that Licensor releases generally to its customers and (b) email/phone/help desk support during the year. Any support questions shall be emailed to help@issgweb.com. Licensor will strive to address email support questions within two (2) business days (excluding national holidays).

2. Initial Training and Data Conversion

Licensor will provide up to 40 hours initial on-site training and support. Any charges for such Services will be set forth in a SOW.

3. Consulting Services

Licensor Consulting Services may include customization work and additional training and workshops. Any charges for such Services will be set forth in a SOW.

4. General

Unless specifically agreed to in a signed writing, all Services will be performed remotely. If on-site performance of Services is required, Licensee may be responsible for all applicable travel costs and expenses. Pricing for Services shall be based on the then current standard hourly rates of Licensor.

STATEMENT OF WORK NO. 1
TO SaaS MASTER LICENSE AGREEMENT

Pursuant to the SaaS Master License Agreement dated June 30 2021, this Statement of Work is entered into effective June 30, 2021, by and between ISSG, Inc. ("Licensor") and Belmont County ("Licensee").

Software/Services

Description	Total Fees (US\$)
PTS Software (Annual Service)	\$196,423/yr.
Initial Training	\$0
Data Conversion	\$0
Maintenance and Support	\$0
Software Hosting	\$0
TOTAL FEES: \$196,423/yr.	

1. **Term.** The Term of the PTS Software license shall be 3 years commencing with the date Licensee is granted access to the PTS Software.
2. **Payment.** Licensee shall pay Year one (1) License Fee upon expiration of the 30 Day Trial period. Any other amounts which may become due and payable hereunder shall be paid within thirty (30) days from the date of invoice. Subsequent Years License Fee will be due on the anniversary date when Licensee is granted access to the PTS Software.

The party signing on behalf of Licensee represents and warrants that she has the right and authority to execute this SOW and understands and agrees that the terms of the SaaS Master License Agreement apply hereto.

ISSG, Inc. ("Licensor")
By: Aaron Fortener
Name: Aaron Fortener
Title: Vice President

Belmont County Auditor ("Licensee")
By: Cindi Henry
Name: Cindi Henry
Title: Belmont County Auditor

Belmont County Commissioner ("Licensee")
By: Jerry Echemann
Name: Jerry Echemann
Title: Belmont County Commissioner

Belmont County Commissioner ("Licensee")
By: Josh Meyer
Name: Josh Meyer
Title: Belmont County Commissioner

Belmont County Commissioner ("Licensee")
By: J. P. Dutton
Name: J. P. Dutton
Title: Belmont County Commissioner

Upon roll call the vote was as follows:

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

CALLING SOLUTIONS, LLC, DBA ICSOLUTIONS (ICS)/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Amendment No. 1 to the agreement with Inmate Calling Solutions, LLC, dba ICSolutions (ICS) for inmate telephone services for the Belmont County Jail, originally signed on August 29, 2018, to add five Video Visitation Kiosks, one Mobile Cart and mail scanning, based upon the recommendation of Sheriff Dave Lucas.

**AMENDMENT No. 1 to the
INMATE TELEPHONE SERVICE AGREEMENT**

This Amendment No. 1 to the Inmate Telephone Service Agreement with an effective Cutover Date of 11/7/2018 (the “Agreement”) is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions (“ICS”)** and **Belmont County Board of Commissioners** (the “County”) effective upon its full execution by the parties.

Whereas, the parties wish to amend the Agreement as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. Section 7.b. of the Agreement is hereby amended to replace the word “telecommunication” with the phrase “telecommunication and messaging”.
3. Exhibit B to the Agreement is hereby amended to add the following:
 - 5 V10 Video Visitation Kiosks
 - 1 V10 Mobile Cart
 - Mail Scanning from ICS’ Text BehindSM
4. Exhibit C to the Agreement is hereby amended to add the following:
 - Text BehindSM Electronic Messaging (per eMail)..... \$0.50
5. The first paragraph of Exhibit D is hereby amended to read as follows:

ICS shall pay to County a Commission of 73% of the Adjusted Call Revenue for all call types generated from County’s Service Locations. For the purpose of the foregoing, “Adjusted Call Revenue” shall mean the gross call revenue less an offset of \$0.25 per call (the “VVS Offset”) which ICS shall retain to reimburse its capital outlay for the Video Visitation Equipment being provided hereunder. Once ICS has collected an aggregate in VVS Offsets of \$15,667, then the VVS Offset shall be eliminated and, thereafter, the Commission rate shall be applied to the full gross call revenue. ICS shall also pay to County a Commission of 50% of any service fees collected with respect to inmate voicemail and remote video visitation.
6. Except as amended herein, the Agreement shall remain in full force and effect.

{Remainder of page intentionally left blank. Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

Inmate Calling Solutions, LLC
d/b/a ICSolutions


Belmont County Board of Commissioners

(Signature)


(Printed Name)

(Title)

(Date)



Jerry Echemann, President



Josh Meyer, Vice President



J. P. Dutton

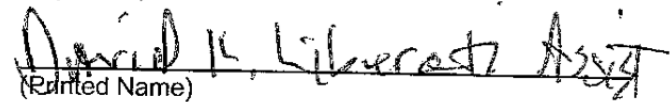
6/30/21

(Date)

Approved as to form, by



(Signature)



(Printed Name)

Prosecuting Attorney, Belmont County

(Title)

6-29-21

(Date)

- CONFIDENTIAL -

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE APPLICATION FOR FUNDING,
CAPITAL IMPROVEMENT LOCAL JAILS PROJECTS FOR JAIL EXPANSION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Application for Funding, Capital Improvement Local Jails Projects for the Belmont County Jail Expansion project.

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 July 8, 2020, between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, in the amount of \$4,500 per net leasehold acre for an additional 1.872022 net acres located in Colerain and Richland Townships, for a five-year term, 20% royalty. Total Payment Amount: \$8,424.10.

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

THIS AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE (this “**Amendment**”), effective as of July 8, 2020 (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, Jerry Echemann as Vice President, and Josh Meyer as Commissioner, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Paid-Up Oil & Gas Lease dated July 8, 2020, and recorded in the lease book land records of Belmont County, Ohio, at Book 880, Page 5466, as Instrument No. 202000006589 on August 20, 2020; as amended by Amendment and Ratification of Oil and Gas Lease dated September 9, 2020, and recorded in the lease book land records of Belmont County, Ohio, at Book 882, Page 4070, as Instrument No. 202000008328 on October 15, 2020; and further amended by Amendment and Ratification of Oil and Gas Lease dated October 21, 2020, and recorded in the lease book land records of Belmont County, Ohio, at Book 884, Page 4474, as Instrument No. 202000009425 on November 19, 2020 (the “**Oil and Gas Lease**”), covering the oil and gas interests in certain lands in the Townships of Richland and Colerain, 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 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.

b. 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.

c. 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.

d. 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.

e. 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 AN OIL & GAS LEASE
WITH ASCENT RESOURCES – UTICA, LLC**

Motion made by Mr. Meyer, 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 June 30, 2021, in the amount of \$4,500 per net leasehold acre for 47.588281 acres located in Richland and Pultney Township, for a five-year term, 20% royalty. Total Payment Amount: \$214,147.26.

**PAID-UP
OIL & GAS LEASE** Lease No. _____

This Lease made this 30th day of June, 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 Townships of **Richland and Pultney**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:
Township: 7; Range: 4; Section: 15; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Morningside Drive and Meadowview Drive (a/k/a Township Road 732) in Country Club Estates, Cabinet C, Slide 39), Containing 1.671569 acres
Township: 7; Range: 4; Section: 15; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Morningside Drive in Third Addition to Country Club Estates, Cabinet A, Slide 89), Containing 1.411 acres
Township: 2; Range: 2; Section: 36; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Overlook Court, Cabinet B, Slide 174), Containing 1.81 acres
Township: 2; Range: 2; Section: 36; NE & SE ¼: Tax Parcel No.: Unknown (Includes all portions of Hilltop Avenue and Cove Drive in Robinson-Anderson and Mellots' 2nd Addition, Cabinet D, Slide 169), Containing 2.640478 acres
Township: 2; Range: 2; Section: 36; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Rock Mount Road in O.C. Tarbet's Rock Mount Addition, Cabinet B, Slide 233), Containing 0.636 acres
Township: 7; Range: 4; Section: 8; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Janice Drive, Chelsa Lane and State Route 9 in Tomolonis's Subdivision, Cabinet D, Slide 274), Containing 1.67 acres
Township: 7; Range: 4; Section: 8; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Richwood Drive and Glencoe Road, a/k/a County Road 5, in Richwood Acres Subdivision No. 1, Cabinet C, Slide 306), Containing 1.064 acres
Township: 7; Range: 4; Section: 8; NE & NW ¼: Tax Parcel No.: Unknown, (Includes all portions of State Route 9 and Glencoe Road, a/k/a County Road 5, in S. J. Gillogly Addition, Cabinet A, Slide 25), Containing 0.443 acres
Township: 6; Range: 3; Sections: 6 (SW & SE ¼) & 5 (NW ¼): Tax Parcel No.: Unknown (Includes all roads in Homeland Manor, Cabinet A, Slides 134-137), Containing 20.0319acres
Township: 6; Range: 3; Section: 6; SE ¼: Tax Parcel No.: Unknown (Includes portion of Woods Road in Nastanovich Subdivision No. 1, Cabinet C, Slide 336), Containing 0.1033 acres
Township: 7; Range: 3; Sections: 7 (NW ¼) & 13(NE ¼): Tax Parcel No.: Unknown (Includes all roads, excepting Colerain Pike, in Ned Smith Subdivision, Cabinet A, Slide 197; and all roads, excepting Colerain Pike, in A.V. Dix Allotment, Cabinet A, Slide 198), Containing 7.62584 acres
Township: 7; Range: 3; Section: 7; NE ¼: Tax Parcel No.: Unknown (Includes portion of Negus Road in First Addition to Sunny Acres, Cabinet C, Slide 316), Containing 0.0902 acres
Township: 7; Range: 3; Section: 7; NE ¼: Tax Parcel No.: Unknown (Includes Sunny Acres Drive in Sunny Acres Subdivision, Cabinet A, Slide 13), Containing 2.262 acres
Township: 6; Range: 3; Section: 12; SE & NE ¼: Tax Parcel No.: Unknown (Includes portion of Lawver Drive in Lawver Estate Subdivision, Cabinet A, Slide 176), Containing 0.864761 acres
Township: 6; Range: 3; Section: 6; SW ¼: Tax Parcel No.: Unknown (Includes portion of Lawver Drive in Lawver Estate Subdivision, Cabinet A, Slide 176), Containing 0.12921 acres
Township: 7; Range: 3; Section: 7; SE ¼: Tax Parcel No.: Unknown (Includes all roads in North Lawn Subdivision, Cabinet A, Slide 48; All roads in North Lawn 1st Addition, Cabinet A, Slide 91; All roads in West Lawn Subdivision, Cabinet A, Slide 141; All roads in Woodlawn Subdivision, excepting Woods Street and Virginia Avenue, Cabinet A, Slide 175; All roads in North Lawn Second Addition, Cabinet C, Slide 211; All roads in Country Court Subdivision, Cabinet C, Slide 224; All roads in North Lawn Third Addition, Cabinet D, Slide 241), Containing 9.07722 acres
Township: 7; Range: 3; Section: 7; SE ¼: Tax Parcel No.: Unknown (Includes portion of Woods Street f/k/a Virginia Avenue in Woodlawn Subdivision, Cabinet. A, Slide 175)., Containing 0.439458 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 51.969936 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. **June 30, 2021** (effective date) to 11:59 P.M. **June 29, 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 June 30, 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 quarter quantity to its condition prior to Lessee’s operations as noted at the time of Lessee’s pre-drill water quantity testing or compensate Lessor for the damage and inconvenience caused thereby. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor’s use of the damaged water supply prior to Lessee’s operation and shall comply with all applicable regulations of the State of Ohio and the Federal government.

- 31. **Water Usage.** Lessee agrees not to use any surface or subsurface water from the Leasehold, including water from Lessor’s wells, ponds, springs, lakes, reservoirs or creeks located on the Leasehold, without Lessor’s written consent and agreement with Lessor, separate from this Lease. Lessee shall not drill or operate any water well, take water, or inject any substance into the subsurface, or otherwise use or affect water in subsurface water formations. In the event any of Lessee’s operations under the Lease damage, disturb, contaminate, pollute, or injure any water sources on the Leasehold, Lessee shall take prompt action to correct any such damage, contamination, pollution, disturbance or injury at its sole expense.
- 32. **Prudent Operator** Lessee will conduct all operations as a prudent operator; and will attempt to secure a market for production from a well.
- 33. **R.C. §307.11.** The Lease term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

LESSOR:
The Belmont County Board of Commissioners
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

OPEN PUBLIC FORUM-Jill Hunkler, Barnesville, voiced concerns regarding fracking in Belmont County. She said ODNR still hasn’t written sufficient regulations regarding fracking facilities and feels there is a lot of misinformation out there. She asked the Board of Commissioners if they would speak to a fire chief from outside of the area who has issues with these facilities. Ms. Hunkler also voiced her objection regarding injection wells. She added she feels Belmont County needs to look at other economic development instead of gas and oil. Mr. Dutton said PTT is doing their own internal look at if the cracker plant will be viable. He added it would be the most efficient plant across the states. Mr. Dutton said they have reached out to ODNR when instances happened as has Dave Ivan, EMA Director. The Board of Commissioners are submitting a letter to ODNR regarding new parameters on injection wells. Mr. Dutton said, “We’re not just solely focused on oil and gas when it comes to economic development. We’re more diversified than that. A potential project that meets all environmental standards, that is at least going to create 350 permanent jobs which would be a major influx of employment in the county at six-figure salaries.”

ICS contract discussion-Stan Galownia, Jail Administrator, explained currently, staff do a search by hand on incoming mail at the jail. He said the dangers of contraband narcotics and other substances in incoming mail is a concern. With the new system incoming mail will be sent out to ICS and they will scan the mail. The inmates will use a kiosk to review their mail. He noted legal mail will still be handled the old way. Officer Galownia said there is no cost to the county for this service, the inmate or their family will pay for the service.

RECESS

9:30 Agenda Item: Subdivision Hearing-Rossini Subdivision (5) Lots and (1) Private Road
Present: Will Eddy, Drafting Technician, Engineer’s Department. Mr. Eddy reviewed a map of the area. The five lots were purchased through a real estate auction. The road will be a private road that will be maintained by the property owners. Mr. Dutton said this does meet all of the current subdivision regulations. He said they are in the process of putting a committee together to update the subdivision regulation. Mr. Dutton feels private roads could be detrimental in the future if a current owner sells their property and the new owner is not aware of having to maintain the road. Mr. Dutton noted this issue has happened in other areas of the county.

IN THE MATTER OF FINAL PLAT APPROVAL
FOR ROSSINI SUBDIVISION
(5) LOTS AND (1) PRIVATE ROAD
RICHLAND TOWNSHIP, SEC. 34, T-7, R-4

“Hearing Had 9:30 A.M.”
“FINAL PLAT APPROVAL”
O.R.C. 711.05

Motion made by Mr. Echemann to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat for Rossini Subdivision, (5) Lots and (1) Private Road, Richland Township, Sec. 34, T-7, R-4, which appears to be regular in form and approved by the proper parties;
THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.
Mr. Meyer seconded the motion and upon roll call the vote was as follows:

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of June 30, 2021, as recorded in Volume 104 of the County Commissioners’ Journal.

Bonnie Zuzak /s/
Bonnie Zuzak, Clerk

cc: Engineer
Township F.O.
Health Dept.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:43 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer 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. Meyer Yes
Mr. Dutton Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:07 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:07 p.m.
Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are four motions for the board to consider.

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF DEBRA BUTLER, FULL-TIME HEAD RN/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation of Debra Butler, full-time Head Registered Nurse at the Belmont County Jail, effective July 5, 2021.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RETIREMENT
OF JOHN MCCORT, MAINTENANCE/HOUSEKEEPING**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the retirement of John McCort, Maintenance/Housekeeping with Belmont County Buildings and Grounds, effective July 2, 2021.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROMOTING
ALEXANDRIA REES FROM PART-TIME KENNEL STAFF
TO FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to promote Alexandria Rees from part-time Kennel Staff to full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective July 4, 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 AARON ROTH
AS FULL-TIME UTILITY WORKER/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Aaron Roth as full-time Utility Worker at the Belmont County Water & Sewer District, effective July 6, 2021.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF ST. MARY STREET T-1537
PULTNEY TWP. SEC. 7, T-6, R-3/RD IMP 1182**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 30th day of June, 2021, at the office of the Commissioners with the following members present:

Mr. Echemann
Mr. Meyer
Mr. Dutton

Mr. Echemann moved the adoption of the following:

RESOLUTION

WHEREAS, On the 30th day of June, 2021, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 7th day of July, 2021 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted June 30, 2021

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

1. *"Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."*
2. *Strike out the clause from "and feet," if a road is not to be located or established*

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:09 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:09 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of July, 2021.

Jerry Echemann /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /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