

St. Clairsville, Ohio

September 29, 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 \$340,467.38

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0021-A002-E02.002 Employee Salaries	E-0021-A002-E09.003 PERS	\$9,000.00
E-0064-A002-A09.000 Appellate Court District	E-0064-A002-A06.000 Transcripts	\$9,360.00
E-0131-A006-A09.000 Medical	E-0131-A006-A04.002 Salary-Road	\$9,000.00
E-0160-A009-D10.007 Unemployment	E-0160-A009-D02.002 Salaries-Employees	\$14,000.00
E-0160-A009-D10.007 Unemployment	E-0161-A009-C01.001 Salary-Officials	\$1,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/Utilities	\$5,000.00

S56 PROBATION SERVICES GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1546-S056-S04.001 Salary/Fringes	E-1546-S056-S05.000 Expenses	\$10,000.00

S79 CERTIFICATE OF TITLE ADMIN/CLERK OF COURTS

FROM	TO	AMOUNT
E-6010-S079-S01.002 Employee Salaries	E-6010-S079-S07.006 Hospitalization	\$30,000.00

W80 PROSECUTORS/VICTIM ASSIST PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P01.002 Salaries	\$5.64
E-1511-W080-P08.005 Medicare	E-1511-W080-P05.003 PERS	\$226.60

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$239.83

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:

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$650,000.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$620,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RES FUND/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$98,680.00

P53 SANITARY SEWER DISTRICT FUND AND O03 USDA SSD BOND PYMT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$152,400.00

P53 SANITARY SEWER DISTRICT FUND AND O04 USDA SSD BOND PYMT RES FUND/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9201-O004-O06.574 Transfers In	\$23,316.08

P53 SANITARY SEWER DISTRICT FUND AND O12 NEFFS BOND RETIRMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$23,647.65

W80 PROSECUTORS/VICTIM ASSIST PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$4,204.67

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 September 29, 2021, meeting:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas	\$35,197.43
E-0111-A001-E02.002	Salaries-Employees	\$3,773.47
E-0111-A001-E09.003	PERS	\$431.20

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$19,240.38
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W80 PROSECUTORS/VICTIM ASSIST PROGRAM

E-1511-W080-P01.002	Salary	\$4,204.67
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W81 D.R.E.T.A.C./PROSECUTORS

E-1510-W081-P08.005	Medicare	\$550.00
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$253.42
E-0131-A006-A10.000	Transport	\$300.00
E-0131-A006-A17.010	Cruisers	\$2,314.31
E-0131-A006-A20.000	False Alarms	\$150.00
E-0131-A006-A23.000	Background	\$245.00
E-0131-A006-A24.000	E-SORN	\$465.00
E-0131-A006-A29.000	Mounted	\$1,070.00
E-0131-A006-A32.000	Warrant Fee	\$660.00
E-1652-B016-B02.000	DUI	\$65.00
E-5100-S000-S01.010	Commissary	\$21,234.80
E-5101-S001-S06.000	CCW License	\$1,092.00
E-5101-S001-S07.012	CCW Equipment	\$1,025.00
E-9710-U010-U06.000	Reserve	\$483.75

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.

OIL & GAS RECEIPTS AUGUST AND SEPTEMBER/GENERAL FUND-\$35,197.43 deposited into R-0050-A000-A02.500 on dates below-

08/27/2021	\$171.59
08/30/2021	\$306.61
08/30/2021	\$8,967.35
08/30/2021	\$244.74
09/02/2021	\$61.38
09/02/2021	\$4,121.44
09/03/2021	\$119.20
09/03/2021	\$452.99
09/03/2021	\$642.63
09/03/2021	\$746.60
09/07/2021	\$506.73
09/07/2021	\$17,795.02
09/08/2021	\$131.40
09/08/2021	\$929.75
TOTAL	\$35,197.43

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 September 29, 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:

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Various court staff to Wheeling, WV, on October 6, 2021, to participate and assist with a presentation sponsored by Belmont County Schools Staying Clean. County vehicles will be used for travel.

SSOBC-Maxine Jurovcik to Orville, OH, on October 12, 2021, for a senior outing to the J.M. Smucker Company. Sue Hines to Washington, PA, on October 13, 2021, for a senior outing to the Washington Crown Mall. Kay Driscoll to Cambridge, OH, on October 27, 2021, for a senior outing to Theo’s Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 22, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING DAVID WARD AS A
PART-TIME DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire David Ward as a part-time Delivery Worker (Driver) with Senior Services of Belmont County, effective October 4, 2021.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR LICENSE TRANSFER

Motion made by Mr. Echemann, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a C1, C2 liquor license, Permit No. 6320350, from Shahid, LLC, DBA 202 U Save Food Mart, 66190 Barnesville Hendrysburg Road, Kirkwood Township, Barnesville, Ohio 43713 to Noorul Saba Naveed, DBA 202 U Save Fuel Plaza 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 ENTERING INTO SCHOOL RESOURCE OFFICER (SRO)
CONTRACT BETWEEN BELLAIRE LOCAL SCHOOL DISTRICT
SCHOOL DISTRICT, BELMONT COUNTY COMMISSIONERS AND
BELMONT COUNTY SHERIFF’S OFFICE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into School Resource Officer (SRO) contract between Bellaire Local School District, the Belmont County Commissioners and the Belmont County Sheriff’s Office for the 2021-2022 school year.

Note: The school will provide reimbursement to the county of \$32.06 per hour (including all wages and benefits) for 190 -8 hour days of SRO services for the 2021-2022 school year.

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO) BETWEEN THE BELLAIRE LOCAL SCHOOL DISTRICT,
THE BELMONT COUNTY COMMISSIONERS AND THE BELMONT COUNTY SHERIFF'S
OFFICE**

This Contract (hereinafter "Contract"), effective for the 2021-2022 school year, is made and entered into by and between the Bellaire Local School District (BLSD) and the Belmont County Sheriff’s Office ("Sheriff’s Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in Bellaire Local School District

I. Purpose of Contract

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Law Enforcement officer and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

II. Term

In consideration of the funds to be paid by the BLSD to the Sheriff’s Office, the Sheriff Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and services as the district may require for any of the schools.

During the time period in which the deputy is acting as SRO for the BLSD, said deputy shall be acting within the scope of his employment with the Sheriff’s Office.

BLSD shall utilize the services of the SRO for one-hundred-ninety (190) days that will be primarily during the regular student school year. BLSD shall utilize the services of the SRO for eight (8) hours per day during the one-hundred-ninety (190) day period of time. The eight (8) hour per day schedule will be determined by the BLSD and the Sheriff’s Office. Time sheets will be provided by the Deputy, and records of these hours shall be sent to the Sheriff’s Office on a weekly basis.

During school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff’s Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can them determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

BLSD will be invoiced once at the beginning of the school year and once in January of the following year. The BLSD shall pay the Sheriff’s Office **\$32.06 per hour** for time reported by the SRO, which include all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff’s Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur, including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a **Contract Addendum**. At the end of the contract period, BLSD will have the option to receive a refund of any monies remaining in the Sheriff’s Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward at the next billing cycle, should the SRO program continue.

The Sheriff’s Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.

The Sheriff’s Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff’s Office) to be used by said deputy in the performance of this Contract. The Sheriff’s Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff’s Office to the BLSD will be covered by Workers' Compensation and Unemployment Insurance maintained by the Sheriff’s Office, and the Sheriff’s Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August, 2021, and end at the conclusion of each school year. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Office employed by participating law enforcement agencies (referred to herein as SROs) to BLSD facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

- 1. Reduce incidents of school violence;
- 2. Reduction of criminal offenses committed by juveniles and young adults;
- 3. Establish a rapport between the SROs and the student population;
- 4. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences

for violations of the law.

IV. Organizational Structure

A. Composition

The Sheriff's Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff's Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff's Office. SROs are employed and retained by the Sheriff's Office, and in no event shall any employee of the Sheriff's Office be considered an employee of BLSD.

V. Procedures

A. Selection

Available SRO position(s) will be filled per the Sheriff's Office directives and selection process. Sheriff's Office will make the final selection of any SRO vacancies.

B. SRO Program Structure

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. [The information needs to be attached] Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff's Office. All acts of commission or omission shall conform to the guidelines of the Sheriff's Office directives. School officials should ensure that non criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff's Office recognize, however, that BLSD shall maintain full, final, and plenary authority over curriculum and instruction in the BLSD, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Sheriff's

Office or its employees, and the Sheriff's Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Duties and Responsibilities of the SRO

The duties and responsibilities of the SRO will include, but not be limited to:

1. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff's Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
2. Completion of reports and investigation of crimes committed on campus.
3. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the BLSD. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
6. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
7. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
8. Complying with all laws, regulations, and school board policies applicable to employees of BLSD, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.
9. Notifying the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.
10. Providing information concerning questions about law enforcement topics to students and staff.
11. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.
12. Preparing lesson plans necessary for approved classroom instruction.
13. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff's Office supervisor and a school administrator.
14. Advising students, staff, and faculty on a limited basis.
15. Attending school extracurricular activities as needed. Off duty assignments are not included.
16. Attending law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.
17. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
18. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.

D. Duties and Responsibilities of the SRO Supervisor (Sheriff's Office)

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

1. Coordinating work assignments of the SROs.
2. Ensuring SRO compliance with providing agency's directives,
3. Coordinating scheduling and work hours of the SROs (vacation requests, sick leave, etc.).
4. Evaluation of SRO

E. BLSD shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:

- I. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.

2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.

F. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as an enforcement officer. The SRO shall intervene, when it is necessary, to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with State and federal law, and department policy. The SRO or the Sheriff's Office will have the final decision on whether criminal charges shall be filed. The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

VI. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party. In the event of termination, BLSD shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

VII. NOTICE

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to BLSD:

Bellaire Local School District
340 – 34th Street
Bellaire, OH 43906

If to the Sheriff's Office:

Belmont County Sheriff's Office
68137 Hammond Road
St. Clairsville, OH 43950

This has been agreed to in cooperation with the BLSD and the Sheriff's Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

By: David M. Lucas /s/

Date: 9/23/2021

BELLAIRE LOCAL SCHOOL DISTRICT

By: Cathy Moore /s/ Treasurer

By: Brent Ripley /s/ Superintendent

Date: 9-21-21

BELMONT COUNTY COMMISSIONERS:

APPROVED AS TO FORM:

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

By: Jerry Echemann /s/

Jerry Echemann, President

Josh Meyer /s/

Josh Meyer

J. P. Dutton /s/

J. P. Dutton

Date: 9-29-21

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SUBGRANT AWARD AGREEMENT FOR OCIC RECOVERYOHIO MDI TF FY20 GRANT/SHERIFF'S DEPARTMENT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to execute the Subgrant Award Agreement for the ***OCIC RecoveryOhio MDI TF FY20 grant*** for Belmont County Sheriff's Department as follows:

Subgrant Number: 2020-RO-MDI-R533
Award Period: 12/01/20 – 11/30/21
Award Amount: \$153,356.16

Note: These funds will be used for the salary and personnel costs of the Belmont County Drug Interdiction Task Force created in December 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NO. 3 & 4 FROM BORDER PATROL, LLC/FOX SHANNON WASTEWATER TREATMENT PLANT IMPROVEMENTS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following pay request from Border Patrol, LLC, for the Fox Shannon Wastewater Treatment Plant Improvements project:

Pay App #3 (through 8/9/2021) in the amount of \$571,864.85
Pay App #4 (through 9/13/2021) in the amount of \$412,708.01

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FROM BORDER PATROL, LLC, FOR LITTLE MCMAHON CREEK BOOSTER PUMP STATION PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 2 from Border Patrol, LLC, for the Little McMahon Creek Booster Pump Station Project for an increase of \$107,477.00 for a new contract total of \$1,375,988.00.

Note: This change order is a result of revisions to the design of the fitting and flanges and will be paid for by USDA funding.

CHANGE ORDER NO.: 2

Owner: Belmont Co. Water and Sewer District Owner's Project No.:
Engineer: Poggemeyer Design Group Engineer's Project No.: 310700-00010
Contractor: Border Patrol, LLC Contractor's Project No.:
Project: Belmont County Water and Sewer District
Contract Name: Little McMahon Creek Booster Pump Station
Date Issued: 7/22/2021 Effective Date of Change Order: 8/5/2021

The Contract is modified as follows upon execution of this Change Order:

Description:

Change fittings on pump discharge side to 250 class fittings and flanges. 107,477.00

Attachments:

Contractor pricing sheet

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 1,256,552.00		Substantial Completion: November 26, 2021	
		Ready for final payment: December 27, 2021	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 11,959.00		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,268,511.00		Substantial Completion: November 26, 2021	
		Ready for final payment: December 27, 2021	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 107,477.00		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,375,988.00		Substantial Completion: November 26, 2021	
		Ready for final payment: December 27, 2021	

Recommended by Engineer (if required)

By: Thomas J Borck, PE

Title: Thomas J Borck

Date: 9/21/2021

Digitally signed by Thomas J Borck

DN: C=US, E=borck@kleinfelder.com,

O=Poggemeyer Design Group,

CN=Thomas J Borck

Date: 2021.09.21 12:07:49-04'00'

Accepted by Contractor

See member

9/21/2021

Authorized by Owner

By: X X

Title: BELMONT COUNTY COMMISSIONERS

Date: 9-29-21

Approved by Funding Agency (if applicable)

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 3 FROM
CHRISTMAN CONSTRUCTORS FOR BELMONT COUNTY WATER
SYSTEM IMPROVEMENTS PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 3 from Christman Constructors for the Belmont County Water System Improvements Project for an increase of \$130,794.00 for a new contract total of \$27,391,848.00.

Note: This change order is a result of revisions to the raw and finished 24" waterlines connection at the new plant and will be paid for by USDA funding.

CHANGE ORDER NO.: 3

Owner: Belmont County Water and Sewer District
Engineer: Poggemeyer Design Group
Contractor: Christman Constructors
Project: Belmont County Water System Improvements
Contract Name: Belmont County Guernsey Street WTP Improvements
Date Issued: 8/20/2021

Owner's Project No.:
Engineer's Project No.: 310700-00007
Contractor's Project No.: 209-101
Effective Date of Change Order: 9/2/2021

The Contract is modified as follows upon execution of this Change Order:

Description: Revisions to raw and finished water connections at the new WTP, revised expansion joints to accommodate new joint design by manufacturer.

Attachments: CI 018

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 26,973,000.00		Substantial Completion:	April 30, 2022
		Ready for final payment:	July 14, 2022
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 288,054.00		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 27,261,054.00		Substantial Completion:	April 30, 2022
		Ready for final payment:	July 14, 2022
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 130,794.00		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 27,391,848.00		Substantial Completion:	April 30, 2022
		Ready for final payment:	July 14, 2022

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: Thomas J Borck

Date: 9/21/2021

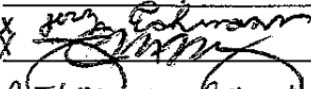
Digitally signed by Thomas J Borck
DN: C=US,
E=tborck@kleinfelder.com,
O=Poggemeyer Design Group,
CN=Thomas J Borck
Date: 2021.09.21 08:59:10-04'00'

Chris Bailey

Digitally signed by Chris Bailey
DN: C=US,
E=cbailey@christmanconstructors.com,
O=Christman Constructors Inc.,
OU=Operations, CN=Chris Bailey
Date: 2021.09.21 06:49:45-04'00'

Authorized by Owner

Approved by Funding Agency (if applicable)

By: 

Title: BELMONT COUNTY COMMISSIONERS

Date: 9.29.21

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Amendment and Ratification of the Paid-Up Oil and Gas Lease dated June 30, 2021, with Ascent Resources-Utica, LLC, to add an additional 2.57 net leasehold acres, located in Richland Township. Additional Payment Amount \$11,565.00.

AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE

THIS AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE (this “Amendment”), effective as of June 30, 2021 (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 Jerry Echemann as President, Josh Meyer as Vice President, and J.P. Dutton as Commissioner, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Paid Up Oil & Gas Lease dated June 30, 2021, and recorded in the lease book land records of Belmont County, Ohio, at Book 894, Page 1168, as Instrument No. 202100007632 on August 26, 2021 (the “Oil and Gas Lease”), covering the oil and gas interests in certain lands in the Townships of Richland, Pultney, Colerain, and Pease, 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 AND GAS LEASE
WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective September 29, 2021, in the amount of \$4,500 per acre for 2.8137 net leasehold acres, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$12,661.65

PAID-UP
OIL & GAS LEASE

Lease No. _____

This Lease made this 29th day of September, 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 **Wheeling, Richland, and Colerain**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 9; Range: 5; Section: 8; NW & NE ¼: Tax Parcel No.: 51-00233.002, Containing 2.623 acres

Township: 7; Range: 4; Section: 16; SW ¼: Tax Parcel No.: Unknown (Vineyard Road, a/k/a County Road 56 in Vineyard Terrace Subdivision, Cabinet C, Slide 124), Containing 0.94 acres

Township: 7; Range: 3; Section: 14; SE ¼: Tax Parcel No.: Unknown (Pine Drive in Scenic Addition Block 2 Subdivision, Cabinet C, Slide 259), Containing 3.03513 acres

Township: 7; Range: 3; Section: 14; SE ¼: Tax Parcel No.: Unknown (Pine Drive in Pine Hollow Estates Subdivision, Cabinet C, Slide 208), Containing 0.602 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 7.20013 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. September 29, 2021 (effective date) to 11:59 P.M. September 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

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

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

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 September 29, 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 7.20013 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

IN THE MATTER OF APPROVING THE OHIO PUBLIC WORKS COMMISSION (OPWC) PROJECT GRANT AGREEMENT FOR BEL-CR4-8.82 (WILLOW GROVE ROAD) SLIDE REPAIR

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commissioner J. P. Dutton to sign and enter into the Ohio Public Works Commission (OPWC) Project Grant Agreement for the **BEL-CR4-8.82 (Willow Grove Road) Slide Repair** in the not to exceed amount of \$250,000.00, based upon the recommendation of Terry Lively, County Engineer.

Note: The cost of the project is \$159,301.50. Project is funded 83.3% OPWC, 16.7% MVGT fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER’S
PROJECT #20-9 BEL-CR4-8.82 (WILLOW GROVE ROAD) SLIDE REPAIR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Belmont County Engineer’s Project 20-9 BEL-CR4-8.82 (Willow Grove Road) Slide Repair to the low bidder Ohio-West Virginia Excavating Company, in the amount of \$159,301.50, based upon the recommendation of Terry Lively, County Engineer.

Note: Project is funded 83.3% OPWC, 16.7% MVGT fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER’S
PROJECT #21-7 BEL-CR86-1.98/2.03 (PUGH RIDGE ROAD) SLIDE REPAIR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Belmont County Engineer’s Project 21-7 BEL-CR86-1.98/2.03 (Pugh Ridge Road) Slide Repair to the low bidder, Alan Stone, Inc., in the amount of \$545,280.50, based upon the recommendation of Terry Lively, County Engineer.

Note: Project is funding 75% Federal, 12.5% State, 12.5% Senate Bill 299

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE (1) 2022 GMC SIERRA
CREW CAB FROM WHITESIDE OF ST. CLAIRSVILLE INC/ADULT PROBATION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase of one (1) 2022 GMC Sierra Crew Cab, from Whiteside of St. Clairsville Inc., for a total cost of \$35,995.00 for the Adult Probation Department, to be purchased with grant funds from the Ohio Department of Rehabilitation & Correction, based upon the recommendation of Chief Probation Officer Ed Gorence.

Note: The truck with the required specs was not available through State Purchasing. This truck is in addition to their fleet and will be used by the community service litter crew.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE (1) 2022 GMC TERRAIN
FROM WHITESIDE OF ST. CLAIRSVILLE INC/ADULT PROBATION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase of one (1) 2022 GMC Terrain, from Whiteside of St. Clairsville Inc., for a total cost of \$26,155.00, for the Adult Probation Department, to be purchased with grant funds from the Ohio Department of Rehabilitation & Correction , based upon the recommendation of Chief Probation Officer Ed Gorence.

Note: Whiteside beat State Purchasing pricing. This is a replacement vehicle to be used by probation staff for supervision work with the community service litter crew. The old vehicle will either be given to another county department for use or put in the county auction.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ORDER #INV310169
FROM SMARTDOLLAR/WELLNESS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Order #INV310169 from SmartDollar in the amount of \$18,000.00 for an employee financial wellness program.

Note: This will be paid for out of the Wellness Grant.

Upon roll call the vote was as follows:

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

Discussion-Belmont County Engineer Terry Lively explained the damage on Willow Grove Road was discovered in early 2020. He applied for OPWC Emergency funding at that time and it was denied. He also applied for State of Ohio funding and State Emergency funding which were both denied. Mr. Lively said eventually they were awarded the OPWC Emergency funding which was a result of Senator Frank Hoagland getting some money carved out of the state budget for emergency repairs for this part of the state. Mr. Lively added the Pugh Ridge Road repairs consists of two slips that are a result of the 2018 disaster and is a FEMA project. He noted both projects should be completed by the end of the year. Mr. Lively said they are almost through the 2018 projects that have been approved by FEMA. The majority of the 2019 FEMA projects approved should be completed next year. He noted there are some projects that were denied by FEMA that the Engineer’s office will have to pay for. Mr. Dutton said they continue to see work on the USDA projects. They are upgrades to the sewer plant and pump station on Route 9 and construction of the new water treatment plant which should be completed by the first quarter of next year. He said a lot of work is going on with roads and water and sewer in Belmont County.

OPEN PUBLIC FORUM-Bev Reed and several other members from Concerned Ohio River Residents (CORR) group inquired about the Austin Master frack waste recycling plant in Martins Ferry and the possibility of it contaminating Belmont County’s aquifers. Mr. Meyer asked if a study was done regarding any danger of it contaminating the county’s aquifers. He said, “There should be studies. You can’t just assume.” Ms. Reed said a study was done by ODNR in 2003. Mr. Dutton said they can look at that report and talk to ODNR. Ms. Reed presented pictures from the report. They are trying to set up a meeting with the mayor of Martins Ferry and would like to meet with Belmont County Water and Sewer District Director Kelly Porter. Mr. Dutton said the Commissioners don’t have any authority over this issue. Mr. Echemann said CORR should reach out to the Ohio Environmental Protection Agency and state representatives with their questions.

Bryan Minder, Belmont County 9-1-1 Director and Dwayne Pielech, Executive Director of Senior Services of Belmont County
Re: Levy replacement and Levy renewal

Mr. Minder said the upcoming 9-1-1 levy on the ballot is a ¾ mill replacement levy. It is replacing a one-mill levy. Enough funding will be brought in to cover upcoming projects that needs to be completed such as vehicle location and mobile data. The CAD system also needs replaced and they are constantly doing repairs and maintenance on the radio system. The ¾ mill levy will bring in approximately \$1.5 million per year. He said the prior levies have always been supported well in the past.

Mr. Pielech said SSOBC has had three levies for a number of years which generated approximately \$6 million. The yearly operating budget is approximately \$5.2 million. The ½ mill levy was not renewed last year since it was not needed. The upcoming levy on the ballot is the one-mill renewal levy which will not increase resident’s taxes and it generates approximately 40% of the budget. Mr. Pielech said they are continuing to upgrade their fleet. Medical drivers take people to appointments six days a week and over 260,000 meals were delivered last year. The cost of meals has increased from \$700,000 per year to \$1 million. Upgrades to the kitchen have been done to handle the increase in the meals delivered. Mr. Dutton noted Mr. Pielech is putting funds aside for capital improvements. Mr. Pielech said the current levies generate approximately \$5.1 million per year and a AAA9 Block Grant brings in approximately \$1 million per year. Mr. Dutton said taxes are not being increased and all services are continuing.

RECESS

Alison Redmond, CORSA Membership Services Manager, Clay Bethel and Paul Foster, Bethel Agency, Inc. and Katie Bayness, Belmont County Loss Control Coordinator

Re: CORSA Appraisal review update

Ms. Redmond said the appraisal is on county buildings and it is on a four-year cycle. She said a good statement of values is important for the CORSA pool. Replacement or reproduction cost is offered on historical buildings. The county has three buildings in this category, the Courthouse, Sheriff’s Residence museum and Annex III. There is a 2.3% increase in appraisal values from the last appraisal and an increase of \$2,500 increase in premiums. Ms. Redmond presented a dividend check in the amount of \$35,000 to the Commissioners. She said there may be a 5% increase in premiums next year. The new water treatment plant will also add an increase. Mr. Dutton asked about cyber security. Ms. Redmond said they are enhancing that coverage every year. She said education on cyber security is important. Mr. Bethel said CORSA is a model nationally for other state pools.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:11 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 of public employees.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:45 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is one motion for the board to consider.

**IN THE MATTER OF RECOGNIZING THE VOLUNTARY
JOB ABANDONMENT OF JOSHUA FRED, UTILITY WORKER
AT THE WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to recognize the voluntary job abandonment of Joshua Fred, Utility Worker at the Belmont County Water & Sewer District, effective September 29, 2021.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Monday, October 4, 2021 at 9:10 a.m. Present: Commissioners Echemann and Dutton. Absent: Commissioner Meyer

BUDGET HEARING-Present: Jaclynn Smolenak, Accounts Receivable/Accounts Payable

DIVISIONAL COURTS-Present: Judge Costine, Judge Berhalter, Rosalee Ralston, Donna Cottage and Cheri Westlake, Clerks and Jessica Uscio, Deputy Clerk.

Judge Berhalter said when the Board of Commissioners were going through the process of setting the pay scales for the clerks the Probation Department was never addressed. In 2018 it was agreed that the Board of Commissioners would pay \$20,000 towards the Probation Officers’ salary and the courts would pick up the difference. The courts also pay for their insurance benefits which cost \$19,000 per year. The General Fund pays for the salaries of the clerks. The \$20,000 has not been added in their budget for the last couple of years. Mr. Dutton said they would review the matter. Mr. Echemann inquired why Northern’s Special Project fund has so much less than the other two courts. Judge Berhalter said they do not have as many traffic cases to collect fines. Ms. Ralston is planning on retiring in January 2022. An additional \$17,000 is being requested in the salary line for 2022. Judge Berhalter reviewed a plan to place individuals who qualified on house arrest instead of giving them jail time which he feels would be a cost savings.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:06 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 10:06 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of October, 2021.

Jerry Echemann /s/_____

Josh Meyer /s/_____ COUNTY COMMISSIONERS

J. P. Dutton /s/_____

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

Jerry Echemann /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK