

St. Clairsville, Ohio

March 2, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, 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. Meyer, seconded by Mr. Dutton 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 \$395,965.05

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0059-A009-A06.000 Other Expenses	E-0059-A009-A00.002 Salaries	\$55,171.20
E-0059-A009-A06.000 Other Expenses	E-0059-A009-A01.003 PERS	\$7,730.00
E-0059-A009-A06.000 Other Expenses	E-0059-A009-A07.010 Supplies	\$10,000.00
E-0059-A009-A06.000 Other Expenses	E-0059-A009-A09.012 Equipment	\$10,310.64

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$175.31

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 2, 2022:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0059-A009-A06.000	Other Expenses	\$ 93,211.84
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the March 02, 2022, meeting:

A00 GENERAL FUND

E-0056-A006-E02.010	Supplies	\$10.00
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E10 911 FUND

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

E2301-E011-E01.011	Contract Services	\$11,446.30
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$2,240.61
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A07.000	Training	\$14,098.56
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E-0131-A006-A09.000	Medical	\$138.89
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E-0131-A006-A10.000	Transport	\$200.00
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E-0131-A006-A17.010	Cruisers	\$11,578.20
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E-0131-A006-A20.000	False Alarms	\$50.00
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E-0131-A006-A23.000	Background	\$322.00
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E-0131-A006-A24.000	E-SORN	\$375.00
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E-0131-A006-A26.000	K-9	\$500.00
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E-0131-A006-A32.000	Warrant Fee	\$600.00
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E-1652-B016-B02.000	DUI	\$85.00
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E-5100-S000-S01.010	Commissary	\$32,637.05
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E-5101-S001-S06.000	CCW License	\$1,859.00
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E-5101-S001-S07.012	CCW Equipment	\$1,225.00
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E-9710-U010-U06.000	Reserve	\$1,686.93
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Y04 GASOLINE TAX/ENGINEER

E-9803-Y004-Y01.000	Gasoline Tax	
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\$3,400,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE

INSURANCE CHARGEBACKS FOR THE FIRST QUARTER PERIOD:

JANUARY, FEBRUARY AND MARCH 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the First Quarter (January, February and March 2022)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,914.07
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	40.53
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	49.56
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	4.53
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	42.75
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	148.56
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	325.44
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	37.14
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	13.50
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	159.78
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	47.25
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	232.23

E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	46.80
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	20.25
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	6.75
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	47.25
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	112.50
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	525.11
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	75.42
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	20.80
E-2211-F069-F04.000	Trailer Parks	R-9891-Y091-Y05.500	1.02
E-2227-F074-F06.000	Sewage	R-9891-Y091-Y05.500	11.49
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	7.66
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	11.13
E-2229-F081-F01.001	PHER	R-9891-Y091-Y05.500	15.52
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	5.97
E-2232-F084-F02.008	Nursing Program	R-9891-Y091-Y05.500	5.73
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	10.80
E-2236-F088-F01.002	Get Vaccinated	R-9891-Y091-Y05.500	1.86
E-2237-F089-F01.002	Intergrated Naloxone	R-9891-Y091-Y05.500	2.19
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	17.88
E-2219-N050-N05.000	Water	R-9891-Y091-Y05.500	1.02
E-2220-P070-P01.002	Pools	R-9891-Y091-Y05.500	0.57
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	20.25
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	27.00
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	6.75
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	6.75
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.28
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	6.75
Total amount this transfer			4,089.09

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF FEBRUARY AND MARCH 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds
for the Delta Dental Chargebacks for the months of February and March 2022

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,154.42

PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	589.80
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	329.08
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	205.76
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	205.76
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	102.88
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,601.34
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	524.62
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	102.88
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	102.88
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	102.88
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	102.88
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	102.88
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	102.88
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	102.88
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	262.31
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	102.88
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	178.28
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	37.70
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	359.88
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	13.38
Public Health Em. Readiness	E-2229-F081-F01.001	R-9891-Y091-Y07.500	171.60
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	28.30
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	23.66
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	89.34
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	142.30
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	149.18
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	48.34
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y07.500	112.46
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	15.44
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	210.90
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	13.38
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	7.20
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	346.34
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,440.32
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	102.88
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	37.70
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	205.76
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	102.88
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,789.88
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	711.22
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	411.52
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	4,059.90

CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	421.74
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,423.06
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	102.88
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	37.70
TOTALS		R-9891-Y091-Y07.500	37,594.13

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION
CHARGEBACKS FOR THE MONTHS OF FEBRUARY AND MARCH 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer
of funds for the Vision Chargebacks for the months of February and March 2022

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,351.22
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	162.72
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	100.08
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV. CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	55.44
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	55.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	27.72
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	456.84
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	147.06
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	27.72
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	27.72
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	27.72
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	27.72
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	27.72
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	27.72
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	27.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	73.53
AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	27.72
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	51.84
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	12.06
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	98.82
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	3.84
Public Health Em. Rediness	E-2229-F081-F01.001	R-9891-Y091-Y06.500	49.18
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	7.62
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	6.66
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	24.16
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	39.30
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	43.20
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	14.16
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y06.500	31.82
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	4.16
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	64.06
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	3.84

Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	2.12
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	95.22
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	388.08
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	27.72
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	12.06
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	543.60
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	194.04
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	766.82
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	197.44
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	110.88
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,102.32
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	119.34
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	392.94
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	27.72
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	12.06
TOTAL			11,098.89

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/MARCH 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for HSA

Chargebacks for March 2022

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	64.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
TOTALS			258.08

Upon roll call the vote was as follows:

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

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

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

2021 CLOSED PO’S-A00 General Fund			
PO# 522540	E-0059-A009-A06.000	Other Expenses	\$93,211.84

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows:
DJFS-Nichole Couch to Sugarcreek, OH, on March 30-April 1, 2022, to attend the Annual Eastern Ohio-Leadership Conference. Estimated expenses: \$527.83.

SSOBC-Donna Steadman to Zanesville, OH, on March 17, 2022, for a senior outing to B-Wear, Tom’s Ice Cream, Home Depot & Goodwill. A county vehicle will be used for travel.
Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 23, 2022.
Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING PAY STEP FOR MICHAEL KNOX, INTERIM HEAD RN/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion made on February 23, 2022, appointing Michael Knox to temporarily serve as Interim Head Registered Nurse at the Belmont County Jail at pay grade 14, step 1, effective February 22, 2022 to read at pay grade 14, minimum instead of pay grade 14, step 1.
Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING CHARLI DAVIS AS FULL-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Charli Davis as full-time Kennel Staff at the Belmont County Animal Shelter, effective March 7, 2022.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SHARP COPIER MAINTENANCE AGREEMENT WITH MOS OFFICE SYSTEMS/BOARD OF COMMISSIONERS’ OFFICE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Sharp Copier Maintenance Agreement with MOS Office Systems for a one (1) year term, effective March 2, 2022. Minimum annual maintenance is \$200 per year for the Sharp MX-C301w copier located in the Commissioners’ office.

SHARP COPIER MAINTENANCE AGREEMENT					
COMPANY:	Belmont Co Commissioners		CONTACT:		Jaclyn
ADDRESS:	100 W. Main Street		TELEPHONE:		740-699-2632
CITY:	St. Clairsville		STATE:		OH ZIP: 43950
MAKE & MODEL:	Sharp MX-C301w	SERIAL NUMBER:		4512261800	
Billing:	Monthly 18th				
Black & White:	.015	Start: 102383	Color:	0.063	Start: 27907

It is agreed that MOS is authorized to furnish Maintenance Service for your machine/s, make, model & serial numbers listed below, in order to keep them in satisfactory condition and prolong their operating efficiency.

- 1. MOS will replace Parts, Drums, Toner and Developer, including all services calls, labor and travel.
 - 2. This maintenance agreement does not include Paper and staples where applicable.
 - 3. Alteration or repairs performed by personnel not authorized by MOS will VOID this contract.
 - 4. Only those production models listed by serial number on the face of this agreement are covered by this agreement.
 - 5. In no event shall MOS be liable for Damage caused by God, accident, storm, fire, water, spills, negligence, misuse, and incidental, consequential or special damages arising from or by reason of this maintenance agreement.
 - 6. There will be an annual increase in maintenance per year, of no more than 5%, upon the date of renewal.
 - 7. The minimum annual fee for copies is \$200.00. This covers all cost of maintenance.
- This agreement will become in effective on the date and copy count listed below. It is to remain in force for one year from this date and will be renewed year to year at the anniversary date. To cancel by either the Customer or the Company, it must be done with a 30 day written notice and a call to MOS.

APPROVED BY: Jerry Echemann /s/ Date: 3/2/22
J. P. Dutton /s/
Josh Meyer /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLE FOR BELMONT COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the purchase of a 2022 Ford Transit Van, for a total cost of \$42,996.77 through the State of Ohio Cooperative Purchasing Contract for the Belmont County Court of Common Pleas, Juvenile Division, based upon the recommendation of Judge Davies.
Note: The van will be purchased with a donation from the Friends of Juvenile Court.
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Echemann Yes

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE BY AND BETWEEN
THE BELMONT COUNTY BOARD OF COMMISSIONERS AND ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective March 2, 2022, in the amount of \$4,500 per net leasehold acre for 0.645665 acres located in Pease and Colerain Townships, for a five-year term, 20% royalty. Total Payment Amount: \$2,905.49.

PAID-UP

OIL & GAS LEASE

Lease No. _____

This Lease made this 2nd day of March, 2022, by and between: **The Belmont County Board of Commissioners, by Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member**, 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 **Pease and Colerain**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 6; Range: 3; Section: 9; NW ¼: Tax Parcel No.: 56-00302.000, Containing 0.3248 acres
Township: 6; Range: 3; Section: 9; NW ¼: Tax Parcel No.: 56-00303.001, Containing 0.0176 acres
Township: 6; Range: 3; Section: 12; SE ¼: Tax Parcel No.: 61-01553.000, Containing 0.309917 acres
Township: 6; Range: 3; Section: 12; SE ¼: Tax Parcel No.: 61-01554.000, Containing 0.309917 acres
Township: 6; Range: 3; Section: 12; SE ¼: Tax Parcel No.: 61-01556.000, Containing 0.309917 acres
Township: 6; Range: 3; Section: 12; SE ¼: Tax Parcel No.: 61-01557.000, Containing 0.309917 acres
Township: 6; Range: 3; Section: 12; SE ¼: Tax Parcel No.: 61-01562.000 (Mineral Parcel No.: 61-01833.000; Oil & Gas Parcel No.: 61-01827.000), Containing 0.309917 acres
Township: 6; Range: 3; Section: 12; SE ¼: Tax Parcel No.: 61-01592.000, Containing 0.209 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 2.100985 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. March 2, 2022 (effective date) to 11:59 P.M. March 1, 2027 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage

payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

The Belmont County Board of Commissioners

Josh Meyer /s/

By: Josh Meyer, President

J. P. Dutton /s/

By: J.P. Dutton, Vice President

Jerry Echemann /s/

By: Jerry Echemann, Member

APPROVED AS TO FORM:

LESSEE:

Ascent Resources – Utica, LLC

An Oklahoma Limited Liability Company

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

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

PROSECUTING ATTORNEY

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated March 2, 2022, by and between **The Belmont County Board of Commissioners, by Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member**, 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 2.100985 acres, the Lease will include such additional acreage and Lessee shall pay Lessor a bonus payment thereon.
8. **Lease Term.** This Lease shall continue beyond the primary term only for as long as oil, gas or other liquid hydrocarbons are produced in paying quantities from the Leasehold (or lands pooled or unitized therewith) or Lessee is conducting Operations in search of oil and gas under the Leasehold with no cessation of more than ninety (90) consecutive days. If there is a dispute concerning the extension of the Lease beyond the primary term, payments to the Lessor shall not be conclusive evidence that the Lease has extended beyond the primary term.
9. **Operations.** "Operations" shall mean only (a) the production of oil, gas or other liquid hydrocarbons in paying quantities subsequent to drilling or (b) the actual drilling, completing, stimulating, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, conducted in good faith and with due diligence. Operations in search of oil, gas and their constituents shall be deemed to commence when the top hole is spud, i.e., the drill bit has hit the ground.
10. **Gross Royalty.** The Lessee covenants and agrees to pay the Lessor, for all oil, gas, associated hydrocarbons, and marketable by-products produced from the Leasehold, a royalty equal to twenty percent (20.0%) of the gross proceeds of all oil and gas, and all of their liquid and gaseous constituents produced from or on the Leasehold and sold by Lessee in an arms-length transaction with an unaffiliated bona fide purchaser. It is the intent of the parties hereto that the royalty to be paid is based on the gross proceeds paid to Lessee by an independent third party. The royalty set forth in this Lease shall apply to all oil and gas, and all of their liquid and gaseous constituents, in, on and underneath the Leasehold, including but not limited to natural gas liquids (including but not limited to ethane, pentane, propane, butane and natural gasoline), casinghead gas, condensate, oil and/or other hydrocarbon byproducts removed or recovered from the Leasehold or lands pooled/unitized therewith. For purposes of this Lease, "gross proceeds" means the total consideration paid to Lessee for oil and gas, and all of their liquid and gaseous constituents, produced from the Leasehold free and clear of all costs and expenses. Lessee and Lessor agree that royalties accruing to Lessor under this Lease shall be paid without deduction, directly or indirectly, of any pre-production or post-production costs and/or expenses including but not limited to those relating to producing, gathering, storing, dehydrating, compressing, processing, separating, fractionating, treating, transporting, stabilizing and marketing the oil, gas and other products produced hereunder. All royalties that may become due hereunder shall commence to be paid on the first well completed on the Leasehold within one hundred-twenty (120) days after the first day of the month following the month during which any well is completed and commences production into a pipeline or oil into transport for sale of such production. On each subsequent well, royalty payments must commence within one hundred- twenty (120) days after the first day of the month following the month during which any well is completed and commences production into a pipeline for sale or oil into transport of such production. Thereafter, all royalties on oil shall be paid to Lessor on or before the last day of the second month following the month of production, and all royalties on gas shall be paid to Lessor on or before the last day of the third month following the month of production. Royalties not paid when due shall bear interest at the prime rate as published by the Wall Street Journal as of the date payment is first due, plus two and a half percent (2.5%) per annum.
11. **Pugh Clause.**
 - a) **Horizontal Pugh Clause:** As to any Leasehold acreage which is not included within a drilling or production unit at the expiration of the primary term or any extension thereof, this Lease shall automatically terminate and be of no further force or effect as to such acreage.
 - b) **Vertical Pugh Clause:** At the end of the primary term, including any extension of the primary term, this Lease shall terminate as to all strata, depths and horizons under each drilling or production unit lying more than two hundred (200) feet below the stratigraphic equivalent of the base (bottom) of the deepest formation from which production of oil or gas in paying quantities is being maintained (or, in the case of a shut-in gas well, can be maintained).

12. **Limitation of Forfeiture.** In the event Lessor considers that Lessee has breached this Lease or that Lessee has not complied with its obligations hereunder, both express and implied, including the non-payment of royalty or rent, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee is in default or Lessee has breached this Lease. Lessee shall then have thirty (30) days after date of receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor, or to correct any default. The service of said notice shall be precedent to the bringing of any claim or action by Lessor on this Lease for any cause, and no such claim or action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches or the default shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. Upon breach or default by Lessee, Lessor shall be entitled to exercise any and all remedies available at law, in equity or otherwise, each such remedy being considered cumulative. No single exercise of any remedy set forth herein shall be deemed an election to forego any other remedy.
13. **Signing Bonus.** Lessee agrees to pay Lessor a signing bonus of Four Thousand Five Hundred Dollars (\$4,500.00) for each net acre contained within the Leasehold. This signing bonus shall be paid under the terms set forth in the associated Order of Payment.
14. **Extension of the Primary Term.** Lessee has the option to extend the primary term of this Lease for one (1) additional five (5) year period. This option may be exercised by Lessee by notifying Lessor in writing of Lessee's intent to exercise its option and simultaneously therewith paying to Lessor in full, prepaid at any time prior to termination of the primary term, a lease bonus for the 5-year renewal period equal to the Signing Bonus set forth herein. Lessor and Lessee agree that such extension payment shall be based upon the net acres in the Leasehold which are not included in drilling or production units or otherwise being maintained by other provisions in the Lease at the expiration of the primary term.
15. **Taxes.** Lessor shall pay all Ad Valorem taxes on the property covered by this Lease, except to the extent of any increase in Ad Valorem taxes attributable solely to Lessee's operations under this Lease. Lessee shall pay all Ad Valorem taxes which are attributable solely to Lessee's operations under this Lease. In the event Ad Valorem taxes under the tax and assessment structure in effect on the signing of this Lease pertaining or attributable to the lands covered by this lease are increased by reason of Lessee's operations relating to the Leasehold, Lessee shall be solely responsible for paying the amount of such increase in taxes and shall reimburse Lessor for the amount of such increase within 30 days after receiving from Lessor written documentation supporting such increase. Despite anything to the contrary, Lessee shall be responsible for payment of all severance taxes associated with production of oil and gas under this Lease, but shall withhold from Lessor's royalty payments, the portion of severance taxes attributable to Lessor's royalty share if Lessee pays Lessor's share on Lessor's behalf. Lessee agrees to pay for any CAUV recoupment incurred by Lessor as a result of Lessee's operations under this Lease, but any such payment shall be based only upon the acreage actually disturbed by Lessee. Subsequent to the execution of this Lease, if there is a change in the Ohio tax code that provides for an increase in severance taxes or other taxes attributable to or resulting from oil and gas production from the Leasehold, Lessor and Lessee agree to abide by the law and pay their proportionate share accordingly.
16. **Delay in Marketing.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the "Delay in Marketing" paragraph contained in the Lease is hereby deleted. Any other references to Delay in Marketing that are contained in this Lease are also hereby deleted.
17. **Shut-In.** If all wells on the Leasehold capable of producing gas in paying quantities, are shut-in for any reason and gas is not sold or used off the Leasehold (which wells are herein sometimes called a "shut-in" gas well), for longer than sixty (60) consecutive days, Lessee shall pay or tender to Lessor, as shut-in gas well royalty, a yearly sum (payable quarterly or at the end of the shut-in period, whichever first occurs) equal to Fifty Dollars (\$50.00) per net mineral acre until such time as production is reestablished (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. The first such payment of shut-in gas well royalty is to be made on or before thirty (30) days after the end of the above referenced sixty (60) day period. Succeeding payments may be made annually thereafter on or before the anniversary of the due date of such payment. Notwithstanding the making of such shut-in gas well royalty payments, Lessee shall be and remain under the continuing obligation to (a) use all reasonable efforts to find a market for said gas and to commence or resume marketing same when a market is available, (b) reasonably develop the lands then subject to this Lease, and (c) drill all such wells on the lands then subject to this Lease as may be reasonably necessary to protect same from drainage by wells on adjoining or adjacent lands. It is understood and agreed that this Lease may not be maintained in force for an continuous period of time longer than forty-eight (48) consecutive months, or sixty (60) cumulative months after the expirations of the primary term hereof solely by the provision of the shut-in royalty clause.
18. **No Title Warranty.** This Lease is made without warranty of title express, implied or statutory. Lessor makes no representations as to its right, title or interest in the Leasehold, and does not warrant title or agree to defend title to the Leasehold. It shall be Lessee's burden and obligation to assure itself of the quality of title to the Leasehold. All payments made to Lessor under this Lease are non-refundable.
19. **Liens Against Lessee.** In the event any lien or encumbrance (except and not including any lien or encumbrance in the nature of a security interest conveyed by Lessee for purposes of financing operations on the Leasehold) is filed against the Leasehold out of or pertaining to the operations by Lessee, Lessee shall within forty-five (45) calendar days following the date such lien or encumbrance is recorded cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.
20. **Pooling and Unitization.** Lessee shall have the right to pool, unitize, or combine all or part of the Leasehold with any other contiguous leased lands prior to drilling. The Leasehold shall not be pooled or unitized in a drilling or production unit which shall exceed eighty (80) acres for a vertical well. The Leasehold shall not be pooled or unitized in a drilling or production unit which shall exceed six hundred forty (640) acres for a horizontal well unless the wellbore extends beyond 6,000 feet in horizontal length in the unit in which case the unit shall not exceed twelve hundred and eighty (1280) acres. Lessee shall furnish to Lessor a copy of the declaration of the unit of which any portion of the Leasehold shall be a part, including a copy of all plats, maps, and exhibits to such application or declaration.
21. **Implied Covenants.** No language included in this Lease shall have the effect of negating any implied covenant recognized under applicable law and all implied covenants recognized under applicable law shall be included in this Lease.
22. **Arbitration.** The paragraph entitled "Arbitration" and any reference to arbitration contained in this Lease shall be deleted in their entirety. In the event of a disagreement between Lessor and Lessee concerning this Lease or any related document, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall only be determined by arbitration if both parties agree to arbitrate in writing at the time the dispute arises, otherwise the dispute shall be determined by the court of common pleas in the county in which the Leasehold is located. No language included in this Lease shall have the effect of requiring the parties to resolve any disputes by arbitration. This Lease and all related documents shall be governed by and construed in accordance with the laws of the State of Ohio.
23. **Release of Lease.** Upon expiration, surrender or other termination of this Lease as to any portion of the Leasehold, Lessee shall deliver to Lessor, within sixty (60) days after the date of termination, surrender or expiration, a release or other written cancellation of this Lease in recordable form. In the case of a partial release, Lessee shall deliver a plat showing the specific acreage being released and a partial release containing a description of the acreage and depths being released, in form suitable for recording.
24. **Assignment.** The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any horizon, subject to the written consent of the Lessor which shall not be unreasonably withheld. Provided, however, that consent from the Lessor shall not be required in the event of an assignment by Lessee: to an affiliate, subsidiary, or internal partner, joint venture partners or in consequence of a merger or amalgamation. Lessee shall notify Lessor of such assignment and furnish Lessor a true copy of any assignment. All of the covenants, obligations, and considerations of this Lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No assignment by Lessee (or any assignee of Lessee) of all or any part of or interest in this Lease shall relieve Lessee (or any assignee of Lessee) of any liability for breach of any covenant, warranty or other obligation of Lessee hereunder, whether theretofore or thereafter accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such assignee were an original party to this Lease. If the Lessor or any of the Lessor's successors or assigns requests a full executed copy of the Lease from the Lessee, or its successors

or assigns, then such copy (including Exhibit “A”) shall be provided to such party so requesting within thirty (30) days of the request being made.

25. **Force Majeure.** Should Lessee be prevented from complying with any express or implied covenant of this Lease (except payment of money), or from conducting drilling or reworking operations or producing oil and gas by reason of force majeure including fire, flood, natural disasters, war, sabotage, rebellion, insurrection, riot, or other Acts of God, or as the result of any federal or state law, order, rule or regulation of governmental authority, Lessee shall provide notice to Lessor of the nature of the Force Majeure, indicate the expected length of delay, and work diligently to remove or resolve the force majeure event. In no event shall this Lease be held in effect due to the terms contained in the force majeure clause for any continuous period of time longer than ninety-six (96) cumulative months after the expiration of the primary term.
26. **Audit Rights.** Lessee grants to Lessor or Lessor’s designee the right at Lessor’s expense, to examine, audit, copy or inspect books, records, and accounts of Lessee pertinent to the audit purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due to Lessor under the terms of this Lease. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee at the sole cost and expense of Lessor. Lessor shall not have the right to audit more than once every twelve (12) month period. However, if the amount of exceptions or deficiencies in royalty payments revealed by the audit equal or exceed 125% of the cost and expense of the audit, then the Lessee shall bear the cost and expense of the audit and all monies due as a result of the audit findings (audit exceptions, costs, and expenses) shall be payable within ninety (90) days of the final determination of the amounts due. Upon Lessor’s written request (which request shall not be made more than two (2) times in any calendar year), Lessee shall provide to the Lessor information relevant to the production, use, transfer, disposal and sale of oil and gas from wells on the Leasehold or lands pooled or unitized therewith. Such production information shall be strictly confidential and Lessor agrees to not provide any such information to any party without prior written consent of Lessee.
27. **Indemnity.** Lessee agrees to defend, indemnify and hold harmless Lessor and Lessor’s heirs, successors, representatives, agents and assigns (“Indemnitees”), from and against any and all claims, demands and causes of action for injury (including death) or damage to persons or property or fines or penalties, or environmental matters arising out of, incidental to or resulting from the operations of or for Lessee or Lessee’s servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Indemnitees by reason of any such claim or claims, including reasonable attorneys’ fees; and each assignee of this Lease, or an interest therein, agrees to indemnify and hold harmless Indemnitees in the same manner provided above. Such indemnity shall apply only to any claim arising out of operations conducted under or pursuant to this Lease, however caused and whether based upon negligence, contract, statute, strict liability or other grounds or reasons, provided, however, such indemnity shall not apply to claims arising out of the negligence of Lessor, Lessor’s guests or invitees not arising out of, incidental to, or resulting from, the operations of or for Lessee. The terms hereof shall survive the expiration or surrender of this Lease.
28. **Hazardous Materials.** Lessee’s use of any substances which are defined as a “hazardous material” or “toxic substance” or “solid waste” in applicable federal, state or local laws, statutes or ordinances shall comply with all applicable laws and regulations. Should any pollutant, hazardous material, toxic substance, contaminated waste or solid waste be released on the Leasehold, for any reason, in any quantity, Lessee shall notify all appropriate governmental entities of such an event, and then immediately thereafter notify the Lessor, and shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the release, including but not limited to penalties.
29. **Water Quality Testing.** Prior to commencing drilling operations, Lessee, at its sole cost and expense, shall test the water quality of Lessor’s water source(s) located within two thousand feet (2,000’) of Lessee’s well pad that are identified by Lessor as currently utilized for human and/or domestic livestock consumption. Lessor’s water sources being tested must have functioning pumps installed. Samples from Lessor’s water source(s), covered by this agreement, will be analyzed for Lessee’s standard baseline parameter list of general water quality indicators including methane levels. Testing of Lessor’s water supply shall be conducted by an independent testing laboratory, selected by Lessee, having state and/or National Environmental Laboratory Accreditation Program (NELAP) accreditations. In the event Lessor claims that Lessee’s drilling operations have adversely and materially affected Lessor’s water source(s), Lessee shall again test Lessor’s water source(s) to ensure that said water supply is not or has not been adversely and materially affected by Lessee’s drilling operations, including changes in flow or quality, color, smell or taste. Lessor shall be notified prior to any water sampling events, and Lessor or its agents or representatives shall have the right to be present during such events. The results of these tests will be provided to Lessor within 30 days of Lessee’s receipt of the final results from the independent testing laboratory unless otherwise required by state or regulatory agency. Only non-invasive means of testing shall be used; Lessee shall not be required to pull pumps, move windmills, etc.
In the event the water quality of such water source(s) is reduced and/or materially and adversely altered or polluted primarily as a result of Lessee’s operations, Lessee shall take any and all reasonable steps to restore the water supply to its condition prior to Lessee’s operations. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor’s use of the damaged water supply prior to Lessee’s operation and shall comply with all applicable regulations of the State of Ohio and the Federal government. Lessee shall not be responsible for diminished water quality of Lessor’s water source(s) due to causes out of Lessee’s control, including but not limited to seasonal variability and drought conditions.
30. **Water Quantity Testing.** In addition to the water quality testing outlined, Lessee shall conduct water quantity testing of Lessor’s registered water wells located within two thousand Feet (2,000’) of Lessee’s well pad that are identified by Lessor as currently utilized for human and/or domestic livestock consumption. Lessor hereby acknowledges that invasive water quantity testing is accompanied with inherent risk, not all of which can be prevented, mitigated, or rectified by Lessee. Lessee shall not be liable for normal use of a water source including, but not limited to the wear and tear of mechanical components and tubing.
Such testing shall be conducted prior to the commencement of drilling operations on the Leasehold. In the event Lessor claims that Lessee’s drilling operations have adversely and materially diminished the quantity of said water source(s), Lessee shall again test Lessor’s water source(s) to ensure that the quantity of said water wells has not or has not been adversely and materially diminished by Lessee’s drilling operations. Lessee shall bear sole responsibility for any and all costs associated with water quantity testing conducted by Lessee. The results of these tests will be provided to Lessor within 30 days of Lessee’s receipt of the final results from the independent testing laboratory unless required otherwise by state or regulatory agency. Lessee shall not be responsible for diminished water quantity of Lessor’s water source(s) due to causes out of the Lessee’s control, including but not limited to seasonal variability and drought conditions..
All samples drawn in order to meet the requirements of this section shall be taken from an available cold water spigot nearest to the water well (prior to any home treatment system, whenever possible). Such water quantity testing shall utilize a timed bucket test to measure the flow rate of Lessor’s water well at full open valve position (based on the current mechanical configuration of Lessor’s water well) in addition to a water level measurement in Lessor’s water well. Such water quantity testing shall be obtained only from readily accessible and safe water well locations, as deemed by Lessee. Lessor shall provide Lessee with information about Lessor’s water well based, including but not limited to the completion of Lessee’s Water Supply Survey and the registered Well Log records (completed at the time of installation of the water well) within 30 business days of receipt.
In the event water quantity measuring equipment cannot be retrieved from Lessor’s well, Lessee shall undertake reasonable efforts to retrieve such equipment and shall be solely responsible for the costs associated with such efforts. Further, Lessee shall not be liable for potential future costs or liability of mechanical equipment in Lessor’s well if, at the conclusion of water quantity testing, the equipment remains functioning at pre-testing conditions.
Should the quantity of Lessor’s water well be reduced primarily as a result of Lessee’s operations, as determined by a court or state agency having competent jurisdiction, Lessee shall take all reasonable and prudent steps to restore water quantity to its pre-existing condition as noted at the time of Lessee’s pre-drill water quantity testing or compensate Lessor for the damage and inconvenience caused thereby.
In the event the water quantity of Lessor’s water well is reduced as a result of Lessee’s operations, as determined by a court or state agency having competent jurisdiction, Lessee shall take any and all reasonable steps to restore water quantity to its condition prior to Lessee’s operations as noted at the time of Lessee’s pre-drill water quantity testing or compensate Lessor for the damage and

inconvenience caused thereby. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor’s use of the damaged water supply prior to Lessee’s operation and shall comply with all applicable regulations of the State of Ohio and the Federal government.

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

LESSOR:
The Belmont County Board of Commissioners

Josh Meyer /s/

By: Josh Meyer, President

J. P. Dutton /s/

By: J.P. Dutton, Vice-President

Jerry Echemann /s/

By: Jerry Echemann, Member

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING REQUEST OF OHIO POWER COMPANY (A UNIT OF AMERICAN ELECTRIC POWER) FOR A SUPPLEMENTAL EASEMENT AND RIGHT-OF-WAY

Motion made by Mr. Meyer, seconded by Mr. Dutton to grant the request of Ohio Power Company (a unit of American Electric Power) for a supplemental easement and right-of-way for electric transmission, distribution and communication lines on 0.265 acres in Richland Township; for the amount of \$3,000.00.

Line Name: Glencoe - Robyville
Line No.: TLN380:OH252 **Easement No.:** 13

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ~~2nd~~ day of MARCH, 2022, **The Board of County Commissioners of Belmont County, Ohio**, whose address is 101 West Main St., St. Clairsville, Ohio 43950, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Ohio, Belmont County, Richland Township, NW Quarter section, Section 2, Township No. 7, Range No. 4, Tax Parcel Number Unknown in that certain document, dated 12/08/1913 recorded in DV 200, Page 83 of the real property records of Belmont County, Ohio, and such tract is subject to easements and rights-of-way granted in favor of Ohio Power Company.

Ohio Power Company, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 04/26/1915, and recorded in LV 39, Page 29 of the official records of Belmont County, Ohio (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to supplement the Original Easement.

Auditor/Key/Tax Number: Grantor’s Property

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal,

concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric transmission facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are

inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

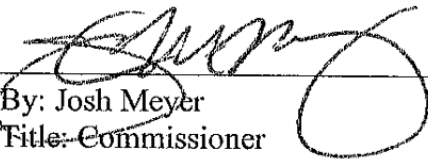
This instrument may be executed counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Grantor acknowledges that AEP has explained the transmission project to Grantor, and Grantor's consent for such project is hereby granted.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written.

GRANTOR
The Board of County Commissioners of Belmont
County, Ohio


By: Josh Meyer
Title: Commissioner

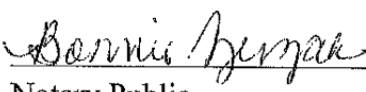
State of OHIO §

County of BELMONT §

The foregoing instrument was acknowledged before me this 2nd day of MARCH, 2022, by Josh Meyer, Commissioner, for The Board of County Commissioners of Belmont County, Ohio.



BONNIE ZUZAK
Notary Public, State of Ohio
My Commission Expires: February 18, 2026


Notary Public
Commission Expires: 2-18-2026

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written.

GRANTOR
The Board of County Commissioners of Belmont
County, Ohio

J P Dutton
By: J. P. Dutton
Title: Commissioner

State of OHIO §

County of BELMONT §

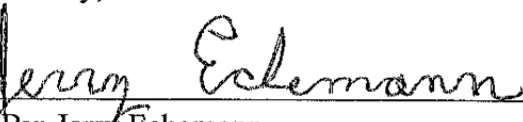
The foregoing instrument was acknowledged before me this 2nd day of MARCH, 2022, by J. P. Dutton, Commissioner, for The Board of County Commissioners of Belmont County, Ohio.



BONNIE ZUZAK
Notary Public, State of Ohio
My Commission Expires
February 18, 2026


Bonnie Zuzak
Notary Public
Commission Expires: 2-18-2026

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written.

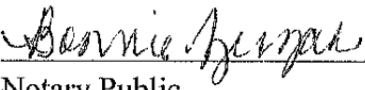
GRANTOR
The Board of County Commissioners of Belmont
County, Ohio

By: Jerry Echemann
Title: Commissioner

State of OHIO §
County of BELMONT §

The foregoing instrument was acknowledged before me this 2ND day of MARCH, 2022, by Jerry Echemann, Commissioner, for The Board of County Commissioners of Belmont County, Ohio.



BONNIE ZUZAK
Notary Public, State of Ohio
My Commission Expires:
February 18, 2026


Notary Public
Commission Expires: 2-18-2026

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Ohio Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8600 Smiths Mill Road, New Albany, OH 43054

Upon roll call the vote was as follows:

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

CHRISTMAN CONSTRUCTORS FOR WATER SYSTEM IMPROVEMENTS PROJECT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Change Order No. 4 from Christman Constructors for the Belmont County Water System Improvements Project for an increase of \$772,726.00 for a new contract total of \$28,164,574.00, based upon the recommendation of Director Kelly Porter.

Note: This change order is a result of waterline revisions at existing water plant, soil stabilization around backwash tank at new plant, revisions to steel framing at existing well caisson and an additional 63 work day extension and will be paid for by USDA funding.

CHANGE ORDER NO.: 4

Owner: Belmont County Water and Sewer District	Owner's Project No.:	
Engineer: Poggemeyer Design Group	Engineer's Project No.:	310700-00007
Contractor: Christman Constructors	Contractor's Project No.:	209-101
Project:	Belmont County Water System Improvements	
Contract Name:	Belmont County Guernsey Street WTP Improvements	
Date Issued:	3/3/2022	Effective Date of Change Order: 3/3/2022

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

Description: Soil stabilization around backwash tank, lime mixing; revised waterline work at the existing WTP; revision of steel framing at existing well caisson. Additional 63 work days for COVID and additional work. Lump Sum charges for all work concerning waterline revisions at the existing WTP.

Attachments: CI 025, CI 026, CI 029, CI 038

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]: 1 - 3		[Increase] [Decrease] from previously approved Change Orders No.1 to No. 3:	
\$ 418,848.00		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 27,391,848.00		Substantial Completion:	April 30, 2022
		Ready for final payment:	July 14, 2022
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 772,726.00		Substantial Completion:	July 29, 2022
		Ready for final payment:	October 12, 2022
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 28,164,574.00		Substantial Completion:	July 29, 2022
		Ready for final payment:	October 12, 2022

Recommended by Engineer (if required)

By: Thomas J Borck

Title: _____

Date: February 22, 2022

Digitally signed by Thomas J Borck
DN: C=US, E=tborck@kleinfelder.com,
O=Poggemeyer Design Group,
CN=Thomas J Borck
Date: 2022.02.22 09:24:24-05'00'

Accepted by Contractor

Digitaly signed by Chris Bailey
DN: cn=US, E=cbailley@christmanconstructors.com,
O=Christman Constructors, Inc., OU=Operations,
CN=Chris Bailey
Date: 2022.02.19 08:42:17-05'00'

Chris Bailey

Sr. Project Manager

February 19, 2022

Authorized by Owner

By: X Jim Schuman X [Signature]

Title: BELMONT CO. COMMISSIONERS

Date: 3-2-22

Approved by Funding Agency (if applicable)

Upon roll call the vote was as follows:

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

Mr. Dutton noted all of the USDA projects are moving forward.

IN THE MATTER OF APPROVING PROPOSAL AND SYSTEM UPGRADE

SERVICE AGREEMENT FROM MOTOROLA SOLUTION/9-1-1 CENTER

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the proposal and sign the System Upgrade service agreement from Motorola Solutions in the amount of \$789,886.04, effective March 1, 2022 to February 28, 2026, to perform hardware and software upgrades on the radio system at the Belmont County 9-1-1 Center to be paid for by levy funds.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1590393
Contract Number: USC000194037
Contract Modifier: R31-OCT-21 16:40:33

Date: 2/25/2022

Company Name: BELMONT COUNTY COMMISSIONERS

Attn:

Billing Address: 68331 BANNOCK RD

City, State, Zip: SAINT CLAIRSVILLE , OH, 43950

Customer Contact:

Phone:

Required P.O. :
Customer # : 1035192624
Bill to Tag # :
Contract Start Date : 01-Mar-2022
Contract End Date : 28-Feb-2026
Anniversary Day : Feb 28th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	
	SVC04SVC0016C	SUS	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	
		Subtotal - Recurring Services	\$65,823.84
		Subtotal - One-Time Event Services	\$0.00
		Total	\$65,823.84
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

Year One: 183,198.70 Year Two: 192,446.42 Year Three: 202,068.74 Year Four: 212,172.18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1590393
Contract Number: USC000194037
Contract Modifier: R31-OCT-21 16:40:33

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING

Remote Security Update Service

☐

 Does Not Apply

☒ Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

☐

 Does Not Apply

☐ Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION

Managed Detection & Response

☐

 Does Not Apply☒ Opt Out - I have received a briefing on this service and choose not to subscribe.

X

Jerry Echemann

X

APDA

X

BEL. CO. COMMISSIONERS

3/2/22

AUTHORIZED CUSTOMER SIGNATURE

JERRY ECHEMANN

TITLE

DATE

J.P. DUTTON

JOSH MEYER

CUSTOMER (PRINT NAME)

Sr. Customer Support Manager

2/25/2022

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

David Shelton

5138337145

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : BELMONT COUNTY COMMISSIONERS
Contract Number : USC000194037
Contract Modifier : R31-OCT-21 16:40:33
Contract Start Date : 01-Mar-2022
Contract End Date : 28-Feb-2026

APPROVED AS TO FORM:

PROSECUTING ATTORNEY
Adrian PA

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired about the PTT Cracker Plant. Mr. Meyer said they are still optimistic and the company is still working diligently behind the scenes.

RECESS

Re: Vacation of a portion of Hardesty Street and Rededication of Hardesty Street & Alley 1, Colerain Twp.
Present: Andy Hadzima, Drafting Tech II/Engineer’s Department. Mr. Hadzima said part of the Colerain Township building is in the right-of-way and they need to get this taken care of before selling the building. There are no objections.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1184**

**IN THE MATTER OF THE VACATION OF
A PORTION OF HARDESTY ST. & DEDICATION
OF HARDESTY ST. & ALLEY 1
COLERAIN TOWNSHIP SEC.24 & 30, T-6, R-3/ RD IMP 1184**

DATE: March 1, 2022

To the Board of County Commissioners of Belmont County, Ohio:
The undersigned, in obedience to your order, dated **February 23, 2022**
Proceeded on **March 2, 2022** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:
In the opinion of the undersigned the proposed improvement should be granted.
An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.
An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:
“See Attached Plat”

Terry Lively /s/
Terry D. Lively, P.S., P.E.,
COUNTY ENGINEER OF BELMONT CO, OH

**IN THE MATTER OF THE VACATION OF
A PORTION OF HARDESTY STREET &
REDEDICATION OF HARDESTY ST. & ALLEY 1
COLERAIN TWP. SEC. 24 & 30, T-6, R-3/RD IMP 1184**

Office of County Commissioners

Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**

Rd. Imp. #1184

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 2nd day of March 2022, in the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Dutton
Mr. Echemann

Mr. Meyer moved the adoption of the following Resolution:
WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and
WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it
RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further
RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.
RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

RECESS

Port Authority Director Larry Merry
Re: Port Authority update

Mr. Merry said, “Economic development is not only in industrial parks, it’s additional housing. It’s creating areas where people can live and have things to do. Community development is developing the whole community. At times we may take the lead on industrial or distribution-type projects, but we may be in support of someone doing a housing development or even somebody doing retail. Every project has different needs and different problems.” He said good economic development happens when people work together. “None of us by ourselves can accomplish anything. We can’t be the answer to every problem or issue in the county, but we try to be a part of every solution,” said Mr. Merry. He added they assisted when possible in working with the new owners of East Ohio Regional Hospital’s reopening. The Port Authority is also involved in the Transportation Improvement District (TID). They work to solve transportation and safety issues that are ongoing and they are a part of bringing millions of dollars to Belmont County that benefits businesses and residents. Mr. Merry has worked with Ohio Gig to bring their services to Belmont County. He noted 73% of populated areas do not have access to minimum 25/3 Mbps. Ohio Gig has several miles of conduit in and will be attending a Commissioners’ meeting soon for an update. Mr. Merry said, “Something good in Belmont County is also good for surrounding counties.” Mr. Meyer said Larry is very passionate about what he does and noted the Port Authority Board has nine members. Mr. Meyer said the Commissioners work very closely with Mr. Merry and they have a great relationship. He said Larry and Sherri Butler, Assistant Executive Director, make a great team effort. Mr. Dutton said, “The working together part is very crucial. It’s working with the townships and villages, and there’s turnover, new people coming on board every second that you’re trying to get on the team. He said there is so much going on, a lot more than just retail and it has been noticed by the region and state. Mr. Echemann said Larry is a great asset to our county and he has been an invaluable source of information.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:06 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Cindy Stock, HR Administrative Assistant, 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. Meyer	Yes
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Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:51 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:51 a.m.
Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of today’s executive session there are two motions to be considered.

**IN THE MATTER OF HIRING TIFFANY ENGLISH
AS INTERMITTENT REGISTERED NURSE/JAIL**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve hiring Tiffany English as an Intermittent Registered Nurse at the Belmont County Jail, effective February 22, 2022 through March 1, 2022 at Pay Grade 13, Step 1.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
ELIZABETH BASICH, INTERMITTENT REGISTERED NURSE/JAIL**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Elizabeth Basich, Intermittent Registered Nurse at the Belmont County Jail, effective March 1, 2022.
Upon roll call the vote was as follows:

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

Reconvened at 12:13 p.m. with one additional motion to consider.

**IN THE MATTER OF ENTERING INTO A GENERAL SERVICE AGREEMENT
WITH JORDAN’S WAY LLC/ANIMAL SHELTER**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a General Service Agreement with Jordan’s Way LLC, on behalf of the Belmont County Animal Shelter, to facilitate a LIVE on-site fundraiser on March 9, 2022.
Note: Jordan’s Way will receive 25% of the proceeds raised from the fundraiser.

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 1st day of March, 2022.

<p>CLIENT</p> <p>BELMONT COUNTY ANIMAL SHELTER</p> <p>45244 National Rd W, St Clairsville, OH 43950</p> <p>(the "Client")</p>	<p>CONTRACTOR</p> <p>Jordan's Way LLC</p> <p>510 Harbor Grove Circle Safety Harbor, FL 34695</p> <p>(the "Contractor")</p>
---	--

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Facilitate a LIVE on-site fundraiser for the shelter or rescue.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Contractor will charge the Client for the Services as follows (the "Compensation"):
- Shelter/Rescue will remit to Jordan's Way LLC, 25% of the proceeds raised from the time the fundraiser is launched, through the 4 hour LIVE event, to 48 hours after the live event. This includes all public/private donations, matches from any source, including funds that come in from Facebook, or other Social Media platforms.

The shelter/rescue will receive the invoice 48 hours after the live event. The invoice is due and payable in full, within 60 days of the date on the invoice.

7. Invoices submitted by the Contractor to the Client are due within 60 days of receipt.
8. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

TRADE SECRETS

9. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
10. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

11. All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in
-

any manner.

12. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

13. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

14. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

15. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
16. In the event that the Contractor hires a sub-contractor:
- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

17. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.
-

EQUIPMENT

18. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

19. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- BELMONT COUNTY ANIMAL SHELTER
45244 National Rd W, St Clairsville, OH 43950

- Jordan's Way LLC
510 Harbor Grove Circle Safety Harbor, FL 34695

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

ADDITIONAL CLAUSE

22. Your shelter or Rescue will receive an invoice from us, for the total to be remitted to Jordan's Way. Please note that the initial deposit is separate and not included in this split.

The \$250 deposit helps with the trip & incidentals and is non-refundable. If your event is

cancelled through no fault of your own, we will return your deposit.

MODIFICATION OF AGREEMENT

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

25. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

27. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

30. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

SEVERABILITY

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 2ND DAY OF MARCH, 2022.

BELMONT COUNTY ANIMAL SHELTER

Per: [Signature] (Seal)

Officer's Name: JERRY ECHEMANN JOSH MEYER

J.P. DUTTON

Jordan's Way LLC

Per: _____ (Seal)

Officer's Name: _____

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:18 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 12:18 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of March, 2022.

J. P. Dutton /s/_____

Josh Meyer /s/_____ COUNTY COMMISSIONERS

Commissioner Jerry Echemann – Absent

We, Josh Meyer 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.

Josh Meyer /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK