

St. Clairsville, Ohio

November 9, 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.**  
*Note: This meeting was not recorded due to machine not working.*

**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 \$2,620,754.04**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0048-A002-K04.000 Destruction Costs	E-0048-A002-K02.010 Supplies	\$1,291.18
E-0048-A002-K04.000 Destruction Costs	E-0055-A004-B19.000 County Buildings	\$14,369.00
E-0048-A002-K05.000 Other Expenses	E-0048-A002-K02.010 Supplies	\$297.66
E-0052-A001-A94.010 Supplies	E-0052-A001-A90.002 Salaries-Nurses	\$13,000.00
E-0052-A001-A94.010 Supplies	E-0042-A002-J00.002 Salaries	\$3,120.00
E-0054-A006-F07.000 Other Expenses	E-0054-A006-F03.000 Utilities	\$6,000.00
E-0527-A017-A00.000 Contingencies	E-0111-A001-E11.000 Other Expenses	\$25,000.00
E-0257-A017-A00.000 Contingencies	E-0131-A006-A03.002 Salaries-Jail	\$129,000.00
E-0257-A017-A00.000 Contingencies	E-0131-A006-A04.002 Salaries-Road	\$129,000.00
E-0257-A017-A00.000 Contingencies	E-0131-A006-A10.000 Transport Inmates	\$8,000.00

**G50 LODGING EXCISE TAX**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G10.000 Colerain Twp	\$36.16
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G11.000 Mead Township Dist	\$1.20
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G12.000 Village of Barnesville	\$1.19

**S70 BELMONT COUNTY SENIOR PROGRAMS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5005-S070-S12.000 Capital Outlay	E-5005-S070-S06.006 Hospitalization	\$75,000.00
E-5005-S070-S12.000 Capital Outlay	E-5005-S070-S10.000 Facilities	\$15,000.00
E-5005-S070-S16.000 Food	E-5005-S070-S10.000 Facilities	\$4,000.00
E-5005-S070-S16.000 Food	E-5005-S070-S17.000 Fuel	\$15,000.00
E-5005-S070-S16.000 Food	E-5005-S070-S18.000 Oakview	\$36,800.00
E-5005-S070-S19.000 Vehicles	E-5005-S070-S10.000 Facilities	\$7,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**S79 CERTIFICATE OF TITLE ADMIN FUND AND A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S01.002 Salaries	R-0040-A000-A47.574 Transfers In	\$9,100.00

**W80 PROSECUTORS-VICTIM ASSISTANCE AND A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$7,806.50

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 following meeting dates:

**\*\*NOVEMBER 02, 2022\*\***

**O39 BOND RETIREMENT/ENGINEER**

E-9218-O039-O05.050	Bond Payment	\$117,000.00
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**\*\*NOVEMBER 09, 2022\*\***

**A00 GENERAL FUND**

E-0021-A002-E02.002	Salaries	\$9,100.00
E-0111-A001-E02.002	Salary	\$6,713.59
E-0111-A001-E09.003	PERS	\$1,092.91
E-0131-A006-A04.002	Salaries-Road	\$1,000.00
E-0151-A002-F09.000	Other Expenses	\$1,248.96

**G50 LODGING EXCISE TAX**

E-1910-G050-G01.000	Convention and Visitors Bureau	\$152,003.10
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**N14 SSD CAPITAL IMPROVEMENTS/BCSSD**

E-9014-N014-N12.000	USDA Sewer Projects	\$302,979.94
<b><u>O39 BOND RETIREMENT/ENGINEER</u></b>		
E-9218-O039-O05.050	Bond Payment	\$117,000.00
<b><u>S30 OAKVIEW REHABILITATION CENTER</u></b>		
E-8010-S030-S54.000	Food	\$40.00
<b><u>S32 OAKVIEW JUVENILE-ACTIVITY FUND</u></b>		
E-8012-S032-S00.000	Activity Fund	\$179.51
<b><u>W20 LAW LIBRARY</u></b>		
E-9720-W020-W07.010	Supplies	\$19,397.60
<b><u>W80 PROSECUTOR-VICTIM ASSISTANCE</u></b>		
E-1511-W080-P01.002	Salary	\$7,806.50
<b><u>Y41 INDIGENT APPLICATION FEES/AUDITOR</u></b>		
E-9841-Y041-Y01.000	Remit to State	\$276.00
E-9841-Y041-Y02.000	Remit to County	\$1,104.00
<b><u>Y42 RECOUPMENT FEES INDIGENT/AUDITOR</u></b>		
E-9842-Y042-Y01.000	Remit to State	\$800.00
<b><u>SHERIFF/VARIOUS FUNDS</u></b>		
E-0131-A006-A17.010	Cruisers	\$13,582.41
E-0131-A006-A20.000	False Alarms	\$800.00
E-0131-A006-A23.000	Background	\$120.00
E-0131-A006-A24.000	E-SORN	\$439.00
E-0131-A006-A26.000	K-9	\$2,800.00
E-0131-A006-A28.000	Shop with a Cop	\$51.00
E-0131-A006-A33.012	Equipment	\$1,000.00
E-1652-B016-B02.000	DUI	\$95.00
E-5100-S000-S01.010	Commissary	\$20,377.40
E-5101-S001-S06.000	CCW License	\$1,047.00
E-5101-S001-S07.012	CCW Equipment	\$1,145.00
E-9710-U010-U06.000	Reserve	\$6,358.55

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.  
**G50 LODGING EXCISE TAX-\$152,003.10** deposited into R-1910-G050-G01.500 on various dates in August, September and October 2022.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated November 9, 2022, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. 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:  
**COMMISSIONERS**-Jerry Echemann to Cambridge, OH, on December 2, 2022, to attend the EODA Holiday meeting. A county car will be used for travel.  
**DJFS**-Erin Greenwood to Columbus, OH, on November 22, 2022, to attend the State Library of Ohio Childcare training. Estimated expenses: \$15.00. Jennifer Fietz to Tiffin, OH, on November 30-December 1, 20200, for a monthly face-to-face visit with a client. Estimated expenses: \$150.00.  
**SSOBC**-Sue Hines to Wheeling, WV, on December 13, 2022, for a senior outing to Oglebay Festival of Lights and Abbey’s Restaurant. Kay Driscoll to Wheeling, WV, on December 19, 2022, for a senior outing to Oglebay Festival of Lights and TJ’s Restaurant.

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 November 2, 2022.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Echemann                      Yes

**IN THE MATTER OF HIRING ELIZABETH SMIGLE  
AS FULL-TIME COOK/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Elizabeth Smigle as full-time Cook at Senior Services of Belmont County, effective November 14, 2022.  
*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING RYAN CERVELLI  
AS PART-TIME DRIVER (MEDICAL)/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Ryan Cervelli as part-time Driver (Medical) with Senior Services of Belmont County, effective November 14, 2022.  
*Note: This is a replacement position.*

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 JACQUELINE FOLSOM,  
FULL-TIME JOBS/WORK PROGRAM CASE MANAGER/BCDJFS**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Jacqueline Folsom, full-time JOBS/Work Program Case Manager at Belmont County Department of Job and Family Services, effective November 25, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING TRADE IN OF THREE OLD MOWERS  
AND PURCHASE OF TWO NEW MOWERS FROM AG-PRO COMPANIES**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the trade in of three (3) old mowers for the trade-in amount of \$2,000.00 and purchase from Ag-Pro Companies one (1) John Deere Z970R ZTrak 72” Deck mower, in the amount of \$13,752.42, and one (1) John Deere Z930M ZTrak 60” Deck mower, in the amount of, \$9,088.20 for a total cost of \$20,840.62 for the Belmont County Building and Grounds Department, based upon the recommendation of Scott Larkin, Facilities Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CERTIFICATION OF DELINQUENT  
ACCOUNTS FOR BELMONT COUNTY WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the certification of the delinquent accounts for the Belmont County Water and Sewer District to the Belmont County Auditor to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2022.

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  
BELMONT COUNTY WATER AND SEWER DISTRICT, FKA BELMONT COUNTY SANITARY  
SEWER DISTRICT NO. 2, BY AND THROUGH 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 Belmont County Water and Sewer District, f/k/a Belmont County Sanitary Sewer District No. 2, by and through the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective November 9, 2022, in the amount of \$4,500 per net leasehold acre for 3.8406 acres located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$17,282.70.

PAID-UP  
OIL & GAS LEASE

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

This Lease made this 9<sup>th</sup> day of NOVEMBER, 2022, by and between: **Belmont County Water and Sewer District, f/k/a Belmont County Sanitary Sewer District No. 2, by and through 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 Township of **Richland**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 7; Range: 4; Section: 23; SW ¼: Tax Parcel No.: 32-01411.082, Containing 0.1676 acres  
Township: 7; Range: 4; Section: 22; SW ¼: Tax Parcel No.: 32-60007.001, Containing 3.673 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 3.8406 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. NOVEMBER 9, 2022 (effective date) to 11:59 P.M. NOVEMBER 8, 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

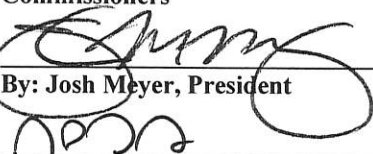

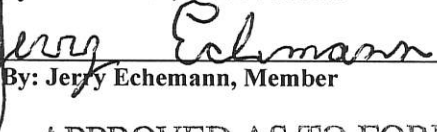

is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, 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.

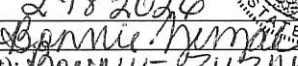
LESSOR:	LESSEE:
<b>Belmont County Water and Sewer District, by and through The Belmont County Board of Commissioners</b>	<b>Ascent Resources – Utica, LLC An Oklahoma Limited Liability Company</b>
 By: Josh Meyer, President	_____ By: Kade R. Smith, Attorney-in-Fact
 By: J.P. Dutton, Vice President	
 By: Jerry Echemann, Member	
APPROVED AS TO FORM:	
 PROSECUTING ATTORNEY	

LESSOR ACKNOWLEDGMENT

STATE OF OHIO )  
 ) SS:  
COUNTY OF BELMONT )

On this, the 9th day of NOVEMBER, 2022, before me, the undersigned officer, personally appeared **Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member of The Belmont County Board of Commissioners, signing on behalf of Belmont County Water and Sewer District**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 2-18-2026  
Signature/Notary Public:   
Name/Notary Public (print): BONNIE ZUZAK



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



LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF OKLAHOMA )

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared Kade R. Smith, who acknowledged himself to be the Attorney-in-Fact of Ascent Resources – Utica, LLC, an Oklahoma limited liability company, and that he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Attorney-in-Fact.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: \_\_\_\_\_  
Signature/Notary Public: \_\_\_\_\_  
Name/Notary Public (print): \_\_\_\_\_

**Recorder: Return to Ascent Resources – Utica, LLC at P.O. Box 13678, Oklahoma City, OK 73113**

Upon roll call the vote was as follows:

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

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 November 9, 2022, in the amount of \$4,500 per net leasehold acre for 5.7947 acres located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$26,076.15.

PAID-UP  
OIL & GAS LEASE

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

This Lease made this 9<sup>th</sup> day of NOVEMBER, 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 Township of **Richland**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 7; Range: 4; Sections: 29 (SE ¼) & 23 (SW ¼): Tax Parcel No.: Unknown (Portion of Atkinson Road located in Brookfield Lane, Cab. F, Slide 69), Containing 0.6907 acres  
Township: 7; Range: 4; Section: 29; SE ¼: Tax Parcel No.: Unknown (Including all roadways located in Hawks Eye 1st Addition, Cab. E, Slide 273), Containing 4.508 acres  
Township: 7; Range: 4; Sections: 29 (SE ¼) & 23 (SW ¼): Tax Parcel No.: Unknown (Includes portion of Hammond Road, a/k/a Township Road 99, located in Ross Estates, Cab. E, Slide 326), Containing 0.596 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 5.7947 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. NOVEMBER 9, 2022 (effective date) to 11:59 P.M. NOVEMBER 8, 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

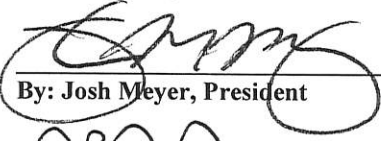

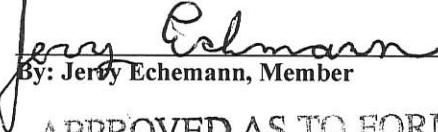

terminate, in whole or in part, because of such prevention or delay, and, at Lessee’s option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if 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).

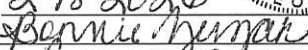
IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.

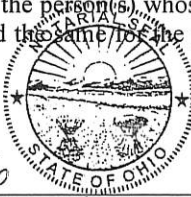
LESSOR:	LESSEE:
<b>The Belmont County Board of Commissioners</b>	<b>Ascent Resources – Utica, LLC</b> <b>An Oklahoma Limited Liability Company</b>
 By: Josh Meyer, President	_____
 By: J.P. Dutton, Vice President	By: Kade R. Smith, Attorney-in-Fact
 By: Jerry Echemann, Member	
APPROVED AS TO FORM:	
 PROSECUTOR ATTORNEY	

LESSOR ACKNOWLEDGMENT

STATE OF OHIO )  
COUNTY OF BELMONT ) SS:  
On this, the 9th day of NOVEMBER, 2022, before me, the undersigned officer, personally appeared **Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member of The Belmont County Board of Commissioners**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 2-18-2026  
Signature/Notary Public:   
Name/Notary Public (print): BONNIE ZUZAK



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

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF OKLAHOMA )

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared Kade R. Smith, who acknowledged himself to be the Attorney-in-Fact of Ascent Resources – Utica, LLC, an Oklahoma limited liability company, and that he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Attorney-in-Fact.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: \_\_\_\_\_  
Signature/Notary Public: \_\_\_\_\_  
Name/Notary Public (print): \_\_\_\_\_

Recorder: Return to Ascent Resources – Utica, LLC at P.O. Box 13678, Oklahoma City, OK 73113

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACTS WITH RAZE INTERNATIONAL, INC.,  
AS PART OF THE FY 2020 CDBG PROGRAM/BELOMAR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the contracts with Raze International, Inc., to demolish, remove debris and backfill at the following properties, as part of the FY 2020 CDBG Program, based upon the recommendation of A.C. Wiethe, Belomar Regional Council:

- 447 N. Zane Hwy. Martins Ferry, OH, in the amount of \$13,500.00
- 913 Jefferson St., Martins Ferry, OH, in the amount of \$10,000.00
- 

**DEMOLITION CONTRACT**

This Agreement, made this 9th day of November, 2022 by and between Raze International, Inc. hereinafter called the “Contractor” and the Belmont County Commissioners hereinafter called the “BCC” for the consideration stated herein mutually as follows:

- STATEMENT OF WORK**

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services and perform and complete all work in an efficient and workmanlike manner, as follows:

**Description of Work**

Demolish, remove debris and backfill with selected materials from the property located at **447 N. Zane Hwy., Martins Ferry, Ohio (Parcel No. 24-03545.000)**; all in strict accordance with the technical specifications which are attached to and form a part of this Contract as fully as if they were herein repeated. Work is only permitted to take place during the regular business hours of the BCC unless other hours of operation are permitted by approved change order.
- THE CONTRACT PRICE**

The BCC will pay the Contractor for performance of the Contract, in current funds, the sum of \$13,500.00 with no salvage value. The BCC before making payment, may require the Contractor performing the work to furnish releases of liens and/or receipts from any or all persons performing work and supplying material or services to the Contractor, for work under supplying material or services to the Contractor, for work under this Contract, if this is necessary to protect its interests.
- SUBCONTRACTING/ASSIGNMENT**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract with the exception of rodent/pest extermination and/or asbestos abatement as required in the technical specifications. Likewise, **assignment of this contract in whole or part is prohibited.**
- PERMITS AND CODES**

The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of the Federal, State and Local Government and shall at his/her own expense, secure and pay the fees or charges for all permits required for the performance of the Contracted Work.

**CARE OF WORK**

The Contractor shall be responsible for all damages to persons or property as a result of his fault or negligence in connection with the performance of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the BCC. In the event damages are alleged to have occurred to adjacent property as a result of the Contractor's work and the Contractor cannot settle the matter informally with the adjacent property owner, the BCC reserves the right to either delay payment to the Contractor until the dispute is resolved or deduct from the amount owed under this contract, the amount necessary to correct such damages.
- RISK OF LOSS**

The Contractor shall accept the site in its present condition and shall inspect the site for its character, condition and the type of structures to be demolished. The BCC assumes no responsibility for the condition of existing buildings or structures, and other property on the demolition site, or the condition of property before or after the solicitation for bids. No adjustment of the bid price or allowance for any change in conditions that occur after acceptance of bids will be allowed.
- VACATING OF BUILDINGS**

The structure(s) identified in the contract documents were vacant at the time of bidding. In the event the Contractor finds that any structure is not vacant, the Contractor shall immediately notify the BCC and shall not begin demolition or clearance work until further directed by the BCC. No claim of extension of time or increased price will be considered because of occupancy of buildings. In case such occupancy is prolonged, the BCC reserves the right to terminate the contract. The Contractor shall inspect all buildings and structures to determine they are vacant prior to beginning demolition work.
- CHANGES IN WORK**

  - The BCC may make changes in the work required to be performed by the Contractor by making additions thereto, by omitting work there from, or by changing requirements from those specified without invalidating this Contract and without relieving or releasing the Contractor from any of his/her obligations under this Contract. All such work shall be executed under the terms of the original contract unless it is expressly provided for otherwise by change order.
  - Except for the purpose of affording protection against an emergency endangering life or property, the Contractor shall make no change in scope of work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of this Contract unless in pursuance of a written change order from the County authorizing the change. No claims for an adjustment of the contract price will be valid unless so ordered.
  - Each change order shall include in its final form, a description of the change in the work, the Contractor's definite statement as to the resulting change in the Contract price and/or time, and the statement that all work involved in the change shall be performed in accordance with the contract requirements except as modified by the change order. Any request for a change

order, either by the BCC or Contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time must be approved by the BCC, and signed by the BCC and Contractor. All change orders shall be made using forms provided by the BCC. Any agreements not signed as heretofore indicated shall be considered null and void. Unless otherwise specified, any change order resulting in an increase in cost shall be the responsibility of the BCC.

9. **GENERAL GUARANTEE AND WARRANTY**

The Contractor warrants that all work completed by the Contractor and any subcontractor shall be of good quality and done in a neat and workmanlike manner. The Contractor shall promptly remedy any defect in the work for a period of 1 year from the date of final acceptance by the BCC unless a longer period is specified. The BCC will give notice of observed defects with reasonable promptness.

10. **ACCIDENT PREVENTION**

- a. The Contractor shall exercise proper precaution at all times for the protection of persons or property, either on or off the site, which occur as a result of his performance of work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the BCC may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention for Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b. The Contractor shall maintain an accurate record of all cases of deaths, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract. The Contractor shall promptly furnish the BCC with reports concerning these matters.

11. **INDEMNIFICATION OF BCC**

The Contractor shall indemnify and save harmless the BCC from liability for any injury or damages to persons or property resulting from his performance of work under the contract.

12. **INSURANCE**

- a. The Contractor shall carry **Worker's Compensation Insurance** for all his/her employees in accordance with State Worker's Compensation Laws.
- b. The Contractor shall carry **Liability Insurance** with limits of not less the **\$300,000.00** coverage for personal liability to protect the Contractor against claims for injury to or death to one or more than one person due to accidents which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or hauling materials or debris from the site.
- c. The Contractor shall carry at least **\$100,000.00 Property Liability Insurance**. The insurance policy must specify that the Contractor is covered for "Demolition and Collapse".

13. **BOND REQUIREMENTS**

The Contractor shall post a labor and material payment (performance) bond with the County for one hundred (100) percent of the contract amount to assure faithful performance of the contract entered into.

14. **REMOVAL AND SALVAGE OF EXISTING BUILDINGS**

- a. The Contractor shall demolish the buildings and structures as specified in the technical specifications, and unless otherwise specified, no dwelling structure shall be removed from the premises in a whole or substantially whole condition, but all such buildings shall be demolished on the premises.
- b. Upon the demolition of a building or structure in accordance with this Contract, **such building or structure or the remains thereof shall become the property of the Contractor.**
- c. Storage of salvage materials and equipment on the project area will be permitted only for the duration of the Contract and such storage shall at no time interfere with the activities of the BCC or of other contractors.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS**

No officer, employee, or member of the governing body of the BCC who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have any private interest, direct or indirect, in this Contract.

16. **ORGANIZATIONAL CONFLICT OF INTEREST**

- a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a prospective contractor's organizational, financial, contractual or other interests are such that:
  1. award of this Contract may result in an unfair competitive advantage;
  2. the Contractor's objectivity in performing the contract work may be impaired; or
  3. the Contractor has disclosed all relevant information and requested the BCC to make a determination with respect to this Contract.
- b. The Contractor agrees that if after award he/she discovers an organizational conflict of interest with respect to this Contract, he/she shall make an immediate and full disclosure in writing to the BCC which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The BCC may, however, terminate this Contract for the convenience of the BCC if it would be in the best interest of the BCC.
- c. In the event the Contractor was aware of an organizational conflict of interest prior to the award of this Contract and intentionally did not disclose the conflict to the BCC, the BCC may terminate the Contract for default.
- d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the BCC and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance of work under this Contract.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

Contractor certifies that it has adopted an Equal Employment Opportunity policy and it is in full compliance with applicable federal, state and local laws, rules and regulations in the area of non-discrimination in employment.

18. **DRUG-FREE WORKPLACE**

Contractor certifies that it has enrolled in and has implemented an Ohio Bureau of Workman's Compensation drug-free program, either Drug-Free Safety Program or has adopted and implemented a comparable program

19. **INSPECTION BY BCC**

The BCC and the City of Martins Ferry shall have the right to inspect the work at all times and at the completion thereof.

20. **PAYMENT**

An invoice for payment shall be submitted only after all work under this project is complete and the BCC and City have inspected and approved the condition of the work site. The following shall accompany the invoice for payment:

- a. receipts for rodent/pest extermination if required under this Contract;
- b. receipts from the Stateapproved disposal site where debris under this Contract was taken by the Contractor for disposal; and
- b. receipts from licensed septic tank waste hauler, if applicable; and
- c. submission of before, during and after photos of the demolition project taken from all four corners of the property; and
- d. certification of lien releases and waiver of claim from subcontractors and/or suppliers.

Progress payments shall not be permitted, only a single final and full payment after work has been completed and approved shall be made.

21. **TIME FOR COMPLETION**

The work, which the Contractor is required to perform under this Contract, shall be fully 100 percent completed within **ten (30)** consecutive calendar days following execution of this contract. **No extension of time shall be granted or excusable delays permitted for any reason whatsoever unless by approved change order.** Liquidated damages in the amount of \$50.00 per day for each calendar day beyond thirty (30) days shall be deducted from the contract amount. The BCC shall not be obligated to notify the contractor in advance when liquidated damages begin to accrue.

22. **EXCUSABLE DELAYS**



The contractor shall not be charged with liquidated damages for any delays in the completion of work due:

- a. To any acts of the Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
- b. To any acts of the BCC;
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and, d. To any delay of a subcontractor occasioned by any of the causes specified in subparagraph a., b., and c. above. Provided, however, that the contractor promptly (within 10 days) notifies the BCC in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the BCC shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

23. **TERMINATION OF CONTRACT**

The BCC may terminate this Contract at any time for cause or convenience by giving written notice of such to the Contractor 10 days in advance of such termination as follows:

- a. **Termination of Clause**  
If the Contractor should breach this Contract or fail to perform the services required by the Contract, the BCC may terminate the Contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the BCC, the Contract may be terminated by the BCC at any time thereafter upon written notice to the Contractor or, in the alternative, the BCC may give such extension of time to remedy the breach as the BCC determines to be in its best interest. The BCC's forbearance by not terminating the Contract for a breach of contract shall not constitute a waiver of the BCC's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the Contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the BCC for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.
- b. **Termination of Convenience**  
The contract may be terminated by the BCC in whole or in part for the convenience of the BCC without a breach of Contract by delivering to Contractor a written notice of termination specifying the extent to which performance under this Contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the Contract is terminated in whole or in part for the convenience of the BCC, the Contractor shall be entitled only to payment for work done prior to the notice of termination and thereafter shall be entitled to payment for work, if any, not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

Patrick Kirby /s/

By: Patrick Kirby

Title: Vice-President

BELMONT COUNTY COMMISSIONERS

By: Josh Meyer /s/

President

~~CERTIFICATE OF OWNER'S ATTORNEY~~

Approved as to Form:

By: David K. Liberati /s/ Assist PA

David Liberati

Certificate of Fund Availability:

By: Cindi Henry /s/

Cindy Henry

**DEMOLITION CONTRACT**

This Agreement, made this 9th day of November, 2022 by and between Raze International, Inc. hereinafter called the "Contractor" and the Belmont County Commissioners hereinafter called the "BCC" for the consideration stated herein mutually as follows:

1. **STATEMENT OF WORK**  
The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services and perform and complete all work in an efficient and workmanlike manner, as follows:  
**Description of Work**  
Demolish, remove debris and backfill with selected materials from the property located at **913 Jefferson Street, Martins Ferry, Ohio (Parcel No. 24-00649.000)** ; all in strict accordance with the technical specifications which are attached to and form a part of this Contract as fully as if they were herein repeated. Work is only permitted to take place during the regular business hours of the BCC unless other hours of operation are permitted by approved change order.
2. **THE CONTRACT PRICE**  
The BCC will pay the Contractor for performance of the Contract, in current funds, the sum of \$10,000.00 with no salvage value. The BCC before making payment, may require the Contractor performing the work to furnish releases of liens and/or receipts from any or all persons performing work and supplying material or services to the Contractor, for work under supplying material or services to the Contractor, for work under this Contract, if this is necessary to protect its interests.
3. **SUBCONTRACTING/ASSIGNMENT**  
The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract with the exception of rodent/pest extermination and/or asbestos abatement as required in the technical specifications. Likewise, **assignment of this contract in whole or part is prohibited.**
4. **PERMITS AND CODES**  
The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of the Federal, State and Local Government and shall at his/her own expense, secure and pay the fees or charges for all permits required for the performance of the Contracted Work.
5. **CARE OF WORK**  
The Contractor shall be responsible for all damages to persons or property as a result of his fault or negligence in connection with the performance of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the BCC. In the event damages are alleged to have occurred to adjacent property as a result of the Contractor's work and the Contractor cannot settle the matter informally with the adjacent property owner, the BCC reserves the right to either delay payment to the Contractor until the dispute is resolved or deduct from the amount owed under this contract, the amount necessary to correct such damages.
6. **RISK OF LOSS**  
The Contractor shall accept the site in its present condition and shall inspect the site for its character, condition and the type of structures to be demolished. The BCC assumes no responsibility for the condition of existing buildings or structures, and other property on the demolition site, or the condition of property before or after the solicitation for bids. No adjustment of the bid price or allowance for any change in conditions that occur after acceptance of bids will be allowed.

7. **VACATING OF BUILDINGS**

The structure(s) identified in the contract documents were vacant at the time of bidding. In the event the Contractor finds that any structure is not vacant, the Contractor shall immediately notify the BCC and shall not begin demolition or clearance work until further directed by the BCC. No claim of extension of time or increased price will be considered because of occupancy of buildings. In case such occupancy is prolonged, the BCC reserves the right to terminate the contract. The Contractor shall inspect all buildings and structures to determine they are vacant prior to beginning demolition work.

8. **CHANGES IN WORK**

- a. The BCC may make changes in the work required to be performed by the Contractor by making additions thereto, by omitting work there from, or by changing requirements from those specified without invalidating this Contract and without relieving or releasing the Contractor from any of his/her obligations under this Contract. All such work shall be executed under the terms of the original contract unless it is expressly provided for otherwise by change order.
- b. Except for the purpose of affording protection against an emergency endangering life or property, the Contractor shall make no change in scope of work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of this Contract unless in pursuance of a written change order from the County authorizing the change. No claims for an adjustment of the contract price will be valid unless so ordered.
- c. Each change order shall include in its final form, a description of the change in the work, the Contractor's definite statement as to the resulting change in the Contract price and/or time, and the statement that all work involved in the change shall be performed in accordance with the contract requirements except as modified by the change order. d. Any request for a change order, either by the BCC or Contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time must be approved by the BCC, and signed by the BCC and Contractor. All change orders shall be made using forms provided by the BCC. Any agreements not signed as heretofore indicated shall be considered null and void. Unless otherwise specified, any change order resulting in an increase in cost shall be the responsibility of the BCC.

9. **GENERAL GUARANTEE AND WARRANTY**

The Contractor warrants that all work completed by the Contractor and any subcontractor shall be of good quality and done in a neat and workmanlike manner. The Contractor shall promptly remedy any defect in the work for a period of 1 year from the date of final acceptance by the BCC unless a longer period is specified. The BCC will give notice of observed defects with reasonable promptness.

10. **ACCIDENT PREVENTION**

- a. The Contractor shall exercise proper precaution at all times for the protection of persons or property, either on or off the site, which occur as a result of his performance of work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the BCC may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention for Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b. The Contractor shall maintain an accurate record of all cases of deaths, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract. The Contractor shall promptly furnish the BCC with reports concerning these matters.

11. **INDEMNIFICATION OF BCC**

The Contractor shall indemnify and save harmless the BCC from liability for any injury or damages to persons or property resulting from his performance of work under the contract.

12. **INSURANCE**

- a. The Contractor shall carry **Worker's Compensation Insurance** for all his/her employees in accordance with State Worker's Compensation Laws.
- b. The Contractor shall carry **Liability Insurance** with limits of not less the **\$300,000.00** coverage for personal liability to protect the Contractor against claims for injury to or death to one or more than one person due to accidents which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or hauling materials or debris from the site.
- c. The Contractor shall carry at least **\$100,000.00 Property Liability Insurance**. The insurance policy must specify that the Contractor is covered for "Demolition and Collapse".

13. **BOND REQUIREMENTS**

The Contractor shall post a labor and material payment (performance) bond with the County for one hundred (100) percent of the contract amount to assure faithful performance of the contract entered into.

14. **REMOVAL AND SALVAGE OF EXISTING BUILDINGS**

- a. The Contractor shall demolish the buildings and structures as specified in the technical specifications, and unless otherwise specified, no dwelling structure shall be removed from the premises in a whole or substantially whole condition, but all such buildings shall be demolished on the premises.
- b. Upon the demolition of a building or structure in accordance with this Contract, **such building or structure or the remains thereof shall become the property of the Contractor.**
- c. Storage of salvage materials and equipment on the project area will be permitted only for the duration of the Contract and such storage shall at no time interfere with the activities of the BCC or of other contractors.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS**

No officer, employee, or member of the governing body of the BCC who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have any private interest, direct or indirect, in this Contract.

16. **ORGANIZATIONAL CONFLICT OF INTEREST**

- a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a prospective contractor's organizational, financial, contractual or other interests are such that:
  1. award of this Contract may result in an unfair competitive advantage;
  2. the Contractor's objectivity in performing the contract work may be impaired; or
  3. the Contractor has disclosed all relevant information and requested the BCC to make a determination with respect to this Contract.
- b. The Contractor agrees that if after award he/she discovers an organizational conflict of interest with respect to this Contract, he/she shall make an immediate and full disclosure in writing to the BCC which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The BCC may, however, terminate this Contract for the convenience of the BCC if it would be in the best interest of the BCC.
- c. In the event the Contractor was aware of an organizational conflict of interest prior to the award of this Contract and intentionally did not disclose the conflict to the BCC, the BCC may terminate the Contract for default.
- d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the BCC and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance of work under this Contract.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

Contractor certifies that it has adopted an Equal Employment Opportunity policy and it is in full compliance with applicable federal, state and local laws, rules and regulations in the area of non-discrimination in employment.

18. **DRUG-FREE WORKPLACE**

Contractor certifies that it has enrolled in and has implemented an Ohio Bureau of Workman's Compensation drug-free program, either Drug-Free Safety Program or it has adopted and implemented a comparable program.

19. **INSPECTION BY BCC**

The BCC and the City of Martins Ferry shall have the right to inspect the work at all times and at the completion thereof.

20. **PAYMENT**

An invoice for payment shall be submitted only after all work under this project is complete and the BCC and City have inspected and approved the condition of the work site. The following shall accompany the invoice for payment:

- d. receipts for rodent/pest extermination if required under this Contract;
- b. receipts from the Stateapproved disposal site where debris under this Contract was taken by the Contractor for disposal; and
- e. receipts from licensed septic tank waste hauler, if applicable; and
- f. submission of before, during and after photos of the demolition project taken from all four corners of the property; and
- d. certification of lien releases and waiver of claim from subcontractors and/or suppliers.

Progress payments shall not be permitted, only a single final and full payment after work has been completed and approved shall be made.

21. **TIME FOR COMPLETION**

The work, which the Contractor is required to perform under this Contract, shall be fully 100 percent completed within **ten (30)** consecutive calendar days following execution of this contract. **No extension of time shall be granted or excusable delays permitted for any reason whatsoever unless by approved change order.** Liquidated damages in the amount of \$50.00 per day for each calendar day beyond thirty (30) days shall be deducted from the contract amount. The BCC shall not be obligated to notify the contractor in advance when liquidated damages begin to accrue.

22. **EXCUSABLE DELAYS**

The contractor shall not be charged with liquidated damages for any delays in the completion of work due:

- a. To any acts of the Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
- b. To any acts of the BCC;
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and, d. To any delay of a subcontractor occasioned by any of the causes specified in subparagraph a., b., and c. above. Provided, however, that the contractor promptly (within 10 days) notifies the BCC in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the BCC shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

23. **TERMINATION OF CONTRACT**

The BCC may terminate this Contract at any time for cause or convenience by giving written notice of such to the Contractor 10 days in advance of such termination as follows:

- a. **Termination of Clause**  
If the Contractor should breach this Contract or fail to perform the services required by the Contract, the BCC may terminate the Contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the BCC, the Contract may be terminated by the BCC at any time thereafter upon written notice to the Contractor or, in the alternative, the BCC may give such extension of time to remedy the breach as the BCC determines to be in its best interest. The BCC's forbearance by not terminating the Contract for a breach of contract shall not constitute a waiver of the BCC's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the Contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the BCC for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.
- b. **Termination of Convenience**

The contract may be terminated by the BCC in whole or in part for the convenience of the BCC without a breach of Contract by delivering to Contractor a written notice of termination specifying the extent to which performance under this Contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the Contract is terminated in whole or in part for the convenience of the BCC, the Contractor shall be entitled only to payment for work done prior to the notice of termination and thereafter shall be entitled to payment for work, if any, not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

Patrick Kirby /s/

By: Patrick Kirby

Title: Vice-President

BELMONT COUNTY COMMISSIONERS

By: Josh Meyer /s/

President

~~CERTIFICATE OF OWNER'S ATTORNEY~~

Approved as to Form:

By: David K. Liberati /s/ Assist PA

David Liberati

Certificate of Fund Availability:

By: Cindi Henry /s/

Cindy Henry

Upon roll call the vote was as follows:

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

Mr. Meyer gave an update from a meeting held last week with OMEGA regarding the \$500 million in funding made available by Governor DeWine earlier in the year that will be invested in renovating downtown areas, health care and workforce. He said OMEGA is assisting in the program and Port Authority Director Larry Merry will be the lead. Mr. Merry will have meetings with entities to review their projects and a small panel will go through the applications. Mr. Dutton said \$250,000 is available for each county for the planning process. The projects will be submitted for the state to review and there will be a lot of community involvement in the process. Meetings will be held with Belmont County Tourism, CIC, townships and villages, etc. Mr. Echemann noted the state wants to see joint projects.

Mr. Dutton congratulated Commissioner Echemann on his re-election. He said the board works very well together. He also thanked the voters for the passage of the Senior Service levy renewal and noted a 3<sup>rd</sup> levy was dropped two years ago.

**Open Public Forum**-Richard Hord, Martins Ferry, asked for comments regarding yesterday's election. Mr. Meyer said the Board of Elections does a lot of great work. They have been commended by the State of Ohio for the work they do. Mr. Dutton said the State of Ohio has an

outstanding voting system. He noted the Board of Elections staff and poll workers are split between Democrats and Republicans. Mr. Echemann said they have a long history of efficiency.

RECESS

2022 State Science Day Resolution

Present: Jane Powell, East Richland Christian School Science Teacher and students Charlie Gooch, Berea Miller and Brayden Miner. Ms. Powell said the school has been doing the program for twenty-five years and it is a nine week process. The participants go through trials and testing and three judging levels. They are judged by professionals from all over the State of Ohio. Berea Miller compared heat retention in coffee cups for her project. Brayden Miner’s project was how much weight a pencil can stand before breaking. Charlie Gooch tested how different types of shapes affected the speed of derby cars. Mr. Meyer said he was very proud of them for the great work they did.

IN THE MATTER OF ADOPTING THE RESOLUTION  
IN RECOGNITION OF THE 2022 STATE SCIENCE DAY PARTICIPANTS

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the resolution in recognition of the 2022 State Science Day Participants.

RESOLUTION IN RECOGNITION OF  
STATE SCIENCE DAY PARTICIPANTS

WHEREAS, for 74 years, State Science Day has been the pinnacle of academic achievement for students pursuing inquiry-based scientific research and engineering design; and  
WHEREAS, this spring, 603 STEM scholars in grades 5-12 competed for nearly \$400,000 in sponsored scholarships and awards. A total of 177 schools participated. The State Science Day is the academic equivalent of a State Athletic championship and is the largest event of its kind in the nation for students in grades 5–12 using “STEM” (science, technology, engineering, and mathematic) research, while also incorporating their communication skills; and  
WHEREAS, STEM is the core of our country’s economic future. Students who study science technology, engineering and mathematics today are identified as critical to our nation’s future; and  
WHEREAS, the Belmont County Board of Commissioners does hereby recognize and publicly congratulate (Charles Gooch, Berea Miller, Brayden Miner, Paul Stecker III, Graham Stecker, Keyuri Morgan) on their achievement in The Ohio Academy of Science State Science Day.  
NOW, THEREFORE BE IT RESOLVED, that the Board considers it a privilege to recognize the best and brightest our county has to offer and does encourage all citizens of Belmont County to join in extending congratulations to those Belmont County students for their achievements while participating in the 2022 State Science Day.

Adopted this 9th day of November 2022.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/  
J. P. Dutton /s/  
Josh Meyer /s/

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF BID OPENING FOR BELMONT COUNTY  
REHABILITATION CENTER ASBESTOS REMOVAL

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Belmont County Rehabilitation Center Asbestos Removal, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Raze International, Inc. 4295 Central Avenue Shadyside, OH 43947	X	\$42,388.40
Erie Environmental 3758 W. Johnny’s Place Port Clinton, OH 43452	X	\$30,940.34
Lepi Enterprises P.O. Box 0457 630 G.W. Morse Road Zanesville, OH 43702	X	\$62,674.00
Alloy Group 102 Technology Lane Export, PA 15632	X	\$97,124.86
Reclaim Company P.O. Box 2162 Fairmont, WV 26555	X	\$137,584.00
Dore & Associates P.O. Box 338 Bay City, MI 48707	X	\$112,530.50

Present: Natalie Hamilton Belomar  
Motion made by Mr. Meyer, seconded by Mr. Dutton to turn over all bids received for the Belmont County Rehabilitation Center Asbestos Removal, to Natalie Hamilton, Belomar, for review and recommendation.

Note: This project will be paid for with the Brownfield Grant funds received from the State of Ohio.

Upon roll call the vote was as follows:

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

RECESS

10:30 Subdivision Hearing- I-70 Business Park, Lot Revision 2

Present: Will Eddy, Drafting Technician II, Engineer’s Department. Mr. Eddy reviewed maps of the area. He said this road is by Hill Trucking. The road needs to be made wider to accommodate the trucks. There is no opposition.

IN THE MATTER OF FINAL PLAT APPROVAL  
OF I-70 BUSINESS PARK, LOT REVISION 2  
RICHLAND TOWNSHIP SEC. 16, T-7, R-4

“FINAL PLAT APPROVAL”  
O.R.C. 711.05

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



RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat approval for I-70 Business Park, Lot Revision 2, Richland Township Sec. 16, T-7, R-4, which appears to be regular in form and approved by the proper parties;  
THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Dutton seconded the motion and upon roll call the vote was as follows:

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of November 9, 2022, as recorded in Volume 106 of the County Commissioners' Journal.

Bonnie Zuzak /s/  
Bonnie Zuzak, Clerk

cc: Engineer  
Township F.O.  
Township Trustees  
Health Dept.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:01 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.  
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:25 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:25 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 executive session there are three motions to be considered at this time.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
MARY BETH SHEBA-TENNANT, FULL-TIME SENIOR CENTER COORDINATOR

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Mary Beth Sheba-Tennant, full-time Senior Center Coordinator with Senior Services of Belmont County, effective November 6, 2022.  
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  
SARAH BAKER, FULL-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Sarah Baker, full-time Kennel Staff at the Belmont County Animal Shelter, effective November 4, 2022.  
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  
KATHRYN SKATULA, FULL-TIME KENNEL COORDINATOR

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Kathryn Skatula, full-time Kennel Coordinator at the Belmont County Animal Shelter, effective November 22, 2022.  
Upon roll call the vote was as follows:

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

RECESS

11:30 Departmental Budget Hearing

AUDITOR-Mr. Meyer noted the time is 11:45 a.m. and the Auditor did not show up for her 11:30 budget hearing.





**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 12:13 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 12:13 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of November, 2022.

*Jerry Echemann* /s/ \_\_\_\_\_

*J. P. Dutton* /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

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

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