

St. Clairsville, Ohio

February 15, 2023

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

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann 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 \$1,968,765.31

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A16.075 Advances Out	\$350,000.00
<i>*Advancement for Brownfield Remediation Program Grant Fund -Hab Center Demolition*</i>		

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND P82 BROWNFIELD REMEDIATION PROGRAM

FROM	TO	AMOUNT
E-0257-A015-A16.075 Advances Out	R-1802-P082-P03.575 Advances In	\$350,000.00
<i>*Advancement for Brownfield Remediation Program Grant Fund-Hab Center Demolition*</i>		

A00 GENERAL FUND AND S17 CHILDREN SERVICES/BCDJFS

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	R-2765-S017-S15.574 Transfers In	\$22,597.78

K00 M.V.G.T. AND O39 BOND RET/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$270,060.00

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$97,027.17

P05 WATER WORKS FUND AND O11 MT. VICTORY BOND RET./BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.584 Transfers In	\$50,000.00

P53 SANITARY SEWER DISTRICT FUND AND N14 SSD CAPITAL IMPROVEMENT/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9014-N014-N07.574 Transfers In	\$26,613.39

P53 SANITARY SEWER DISTRICT FUND AND O12 NEFFS BOND RET./BCSSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the February 15, 2023, meeting:

A00 GENERAL FUND

E-0151-A002-F09.000	Other Expenses	\$1,277.70
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N14 SSD CAPITAL IMPROVEMENTS/BCSSD

E-9014-N014-N12.000	USDA Sewer Projects	\$37,744.45
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N22 WWS CAPITAL IMPROVEMENTS/BCSSD

E-9022-N022-N17.000	USDA Water Projects	\$113,639.00
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N51 OPWC-CR22Z/CR23Z

E-9051-N051-N10.055	Construction Payments	\$269,716.32
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N52 OPWC-CR25Z/CR26Z

E-9051-N052-N10.055	Construction Payments	\$389,992.11
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O11 MT. VICTORY-BOND RET./ENGINEER

E-9311-O011-O01.050	Principal Payments	\$50,000.00
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O12 NEFFS BOND RET./ENGINEER

E-9312-O012-O01.050	Principal Payments	\$50,000.00
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O39 BOND RET/ENGINEER

E-9218-O039-O05.050	Loan Payment	\$240,000.00
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E-9218-O039-O06.051	Interest Payment	\$20,360.00
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E-9218-O039-O10.050	USDA Bond Payment	\$7,800.00
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E-9218-O039-O11.051	USDA Interest Payment	\$1,900.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$3,366.30
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W20 LAW LIBRARY

E-9720-W020-W07.010	Supplies	\$12,496.03
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated February 15, 2023, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

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

COMMISSIONERS-Josh Meyer to New Philadelphia, OH, on February 21, 2023 to attend the OMEGA Executive Board meeting.
SSOBC-Senior Centers of Belmont County to Wheeling, WV, on all Tuesdays and Thursdays for the month of March 2023 for senior outing. Lori Parsons to Amish Country, on March 2, 2023, for a senior outing. Sue Hines to Wheeling, WV, on March 3, 2023, for a senior outing to the Fish Market. Donna Steadman to Wheeling, WV, on March 8, 2023, for a senior outing to the Fish Market. Tish Kinney to Zanesville, OH, on March 8, 2023, for a senior outing to B-Wear Sportswear and The Forum. Chuck Davis to Monroe County on March 17, 2023, for a senior outing to Quinet’s. David Ward to Wheeling, WV, on March 21, 2023, for a senior outing to Coleman’s Fish Market. Kay Driscoll and Maxine Jurovcik to Zanesville, OH, on March 28, 2023, for a senior outing to Gemini’s Eclectic Emporium, Hobby Lobby, other shops, Applebee’s and Tee Jaye’s County Place. Dorothy Burkhardt to Woodsfield, OH, on March 29, 2023, for a senior outing to Traditions in Woodsfield and Westwood Place. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 8, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDMENT TO THE LEASE AGREEMENT
BY AND BETWEEN SBA TOWERS II LLC/911**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the amendment to the lease agreement by and between SBA Towers II LLC and the Belmont County Commissioners for the following amendments:

- Effective as of February 1, 2019 and on each February 1st thereafter (during each and every Renewal Term), rent increases will be 3% annually.
- Effective and retroactive as of February 1, 2019, this agreement will be automatically renewed for three (3) additional terms of five (5) years each unless Tenant provides Owner written notice of its intention not to renew not less than sixty (60) days prior to expiration.
- Exhibit “A” attached to this agreement is hereby deleted in its entirety and replaced with Exhibit “A” Antenna and Equipment List.

- Exhibit “B” attached to the agreement is hereby deleted in its entirety.
- Note: 911 has radio equipment on a SBA tower in Moundsville, WV.*

RECEIVED
FEB 09 2023

Site ID:	WV12266-A-05	Lessee Site ID:	BELMONT COUNTY COMMISSIONERS
Site Name:	Moundsville 1	Lessee Site Name:	Moundsville

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (hereinafter “Amendment”) is made as of FEBRUARY 15 2023, by and between **SBA TOWERS II LLC**, a Florida limited liability company (hereinafter “Lessor”), and **BELMONT COUNTY COMMISSIONERS**, a governmental agency (hereinafter “Lessee”).

WHEREAS, Staley Communication, Inc., a Ohio corporation and Lessee entered into an Lease Agreement dated February 1, 1999 (the “Agreement”) pursuant to which Lessee leases a portion of the tower site located at 324-340 Staley Drive, Moundsville, West Virginia 26041; and

WHEREAS, Staley Communication, Inc. and Lessor entered into a Bill of Sale and Assignment dated February 1, 2010; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

- Section 3** of the Agreement is hereby amended as follows:

Effective as of February 1, 2019 and on each February 1st thereafter, (during each and every Renewal Term), rent, including any and all rent increases, will be increased annually by three percent (3%) of the monthly rate in effect for the prior year.
- Section 16(K)** of the Agreement is hereby amended to reflect Lessor’s current notice and rental payment addresses and Lessee’s current notice address as follows:

LESSOR’S NOTICE ADDRESS: SBA Towers II LLC 8051 Congress Avenue 2 nd Floor Boca Raton, FL 33487-1307 Attn: Site Administration RE: WV12266-A-05/Moundsville 1	PAYMENT ADDRESS: SBA Towers II LLC PO Box 933730 Atlanta, GA 31193-3730 Attn: Accounts Receivable RE: WV12266-A-05/Moundsville 1
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LESSEE’S NOTICE ADDRESS:
Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
- Section 18** of the Agreement is hereby amended as follows:

Effective and retroactive as of February 1, 2019, this Agreement will be automatically renewed for three (3) additional terms (each a “Renewal Term”) of five (5) years each, unless Tenant provides Owner written notice of its intention not to renew not less than sixty (60) days prior to expiration of the then current Renewal Term.
- Exhibit “A”** attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit “A” – Antenna and Equipment List attached hereto and made a part of the Agreement.
- Exhibit “B”** attached to the Agreement is hereby deleted in its entirety.
- Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

Site ID: WV12266-A-05
Site Name: Moundsville 1

Lessee Site ID: Moundsville
Lessee Site Name: Moundsville

7. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Leased Premises are located without regard to principles of conflicts of law.
8. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
9. This Amendment shall be effective as of the date last executed by both parties.

[Signature Page to Follow]

Site ID: WV12266-A-05
Site Name: Moundsville 1

Lessee Site ID: Moundsville
Lessee Site Name: Moundsville

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Lease Agreement as of the date and year first above written.

Signed and acknowledged in the presence of:

LESSOR: SBA TOWERS II LLC
a Florida limited liability company

Print Name: _____

Name: Jason Silberstein, EVP – Site Leasing
OR
Alyssa Houlihan, VP – Site Leasing

Print Name: _____

Date: _____

Signed and acknowledged in the presence of:

LESSEE: BELMONT COUNTY COMMISSIONERS
a governmental agency

Bonnie Zuzak, Clerk
Print Name: BONNIE ZUZAK

J.P. Dutton
Name: Commissioner J.P. Dutton
Title: President

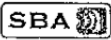
Bonnie Zuzak
Print Name: BONNIE ZUZAK

Date: 2/15/23

APPROVED AS TO FORM:
David J. Smith, District Attorney
PROSECUTOR ATTORNEY

Jerry Echemann
Name: Commissioner Jerry Echemann
Title: Vice President
Date: 2-15-23

Josh Meyer
Name: Josh Meyer
Title: Commissioner
Date: 2-15-23



Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BORDER PATROL, LLC, FOR THE OHIO VALLEY MALL SEWAGE LIFT STATION REPLACEMENT PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Certificate of Substantial Completion for Border Patrol, LLC, for the Ohio Valley Mall Sewage Lift Station Replacement Project, based upon the recommendation of Kelly Porter, Water and Sewer District Director. *Date of Substantial Completion: September 6, 2022.*
Note: The original signed on November 16, 2022 was done under the typical format, USDA requires the EJCDC format.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDMENT NO. 4 TO THE

AGREEMENT WITH POGGEMEYER DESIGN GROUP INC/WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Amendment No. 4 to the agreement with Poggemeyer Design Group Inc., effective January 16, 2019, for an increase of \$44,400.00; new contract total \$4,484,546.25, on behalf of Belmont County Water and Sewer District, based upon the recommendation of Kelly Porter, Director.

Note: This is for engineering services for the addition of a fluoride room at the new water plant and a generator at the Spring Hill Pump Station and will be paid from the USDA project contingency fund.

This is **EXHIBIT K**, consisting of 3 pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated January 16, 2019.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4**

The Effective Date of this Amendment is: February 8, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: January 16, 2019

Owner: Belmont County, Ohio

Engineer: Kleinfelder, Inc.

Project: Water Treatment Plant, Transmission, Storage, and Distribution Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☐ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Addition of the Flouride room and generator. (see backup details)

Agreement Summary:

Original agreement amount:	<u>\$3,997,485.00</u>
Net change for prior amendments:	<u>\$ 442,661.25</u>
This amendment amount:	<u>\$ 44,400</u>
Adjusted Agreement amount:	<u>\$4,484,546.25</u>

Change in time for services (days or date, as applicable): 0
(See page 2 for explanation)

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: Belmont County, Ohio

ENGINEER: Kleinfelder, Inc.

By: X Jerry Echemann
Print JERRY ECHEMANN
name: JERRY ECHEMANN

By: [Signature]
Print [Signature]
name: [Signature]

Title: BELMONT CO. COMMISSIONER

Title: [Signature]

Date Signed: 2-15-23

Date Signed: 2-15-23

Note: Please see the attached spreadsheets that shows how the requested addition for design of the fluoride room as well as the generator and how it is distributed as well as fee redistributed from existing additional services that was not going to be utilized.

APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Dutton said work is continuing on the USDA projects and they are close to the end. The fluoride room was not originally required by the EPA, but then it was decided it was needed.

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE
BY AND BETWEEN BELMONT COUNTY WATER & SEWER DISTRICT,
FKA THE BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3,
BY AND THROUGH THE BELMONT COUNTY BOARD OF COMMISSIONERS
AND GULFPORT APPALACHIA, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter in to an Oil and Gas Lease by and between the Belmont County Water & Sewer District, fka The Belmont County Sanitary Sewer District No. 3, by and through the Belmont County Board of Commissioners, and Gulfport Appalachia, LLC, effective February 15, 2023, in the amount of \$4,500.00 per net leasehold acre for 3.3960 net leasehold acres, located in Pultney Township, for a five-year term, 20% royalty. Total Payment Amount: \$15,282.00.

PAID-UP
OIL & GAS LEASE

This Lease made this 15th day of FEBRUARY, 2023, by and between **The Belmont County Water & Sewer District, fka The Belmont Sanitary Sewer District No. 3, by and through the Belmont County Board of Commissioners, by Jerry Echeman, Josh Meyer, and J.P. Dutton, as Commissioners of 67711 Oak View Road, St. Clairsville, OH 43950**, hereinafter collectively called "Lessor," and **GULFPORT APPALACHIA, LLC**, a Delaware Corporation with a mailing address of 713 Market Drive, Oklahoma City, OK 73114, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) 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, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, 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 neighboring 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.

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

Tax Parcel Identification Number: 26-60008.000;
SW4 of S7-T6-R3; Pultney Township; Belmont County, Ohio

and is bounded formerly or currently as follows:

- On the North by lands of: Donald P. and Katherine Barnes
- On the East by lands of: Donald P. and Katherine Barnes
- On the South by lands of: Donald P. and Katherine Barnes
- On the West by lands of: Donald P. and Katherine Barnes; Neffs Cemetery

See Exhibit "A" attached hereto and made a part hereof for Other Provisions of this lease

Including the lands acquired from, Mary T. Petran, a widow, by virtue of Warranty Deed dated November 24, 1964, and recorded in Deed Record Volume 479, at Page 103, at the Recorder's Office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of 3.3960, whether actually more or less, and including contiguous interest 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. FEB. 15, 2023 (effective date) to 11:59 P.M. FEB. 14, 2028 (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.

Lessor(s) Initials: JE JPD

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 extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. 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: To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. OIL: To deliver to the credit of Lessor, free of cost, a Royalty of the equal to **twenty percent (20.00%)** part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. GAS: To pay Lessor an amount equal to **twenty percent (20.00%)** of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. 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, 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 thereafter, 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.

(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 bonus rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties 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.

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 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.

TITLE AND INTERESTS. Lessor hereby warrants 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 ("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 affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

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, 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.

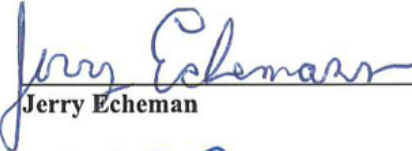
SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full 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.

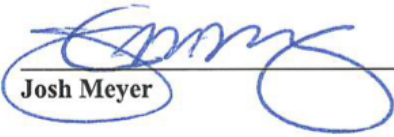
WARRANTY. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

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.

EXECUTED this 15th day of FEBRUARY, 2023.

LESSOR(S):

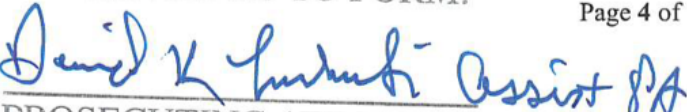

Jerry Echman


Josh Meyer


J.P. Dutton

APPROVED AS TO FORM:

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PROSECUTING ATTORNEY

Lessor(s) Initials: JE JPM

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING A COPY OF THE BELMONT COUNTY JUVENILE COURT’S 2022 ANNUAL REPORT

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept a copy of the Belmont County Juvenile Court’s 2022 Annual Report as submitted per ORC 2151.18.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSALS FROM ERB ELECTRIC COMPANY/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following proposals from ERB Electric Company for the Belmont County Jail:

- Furnish and install one (1) Hanwha 4 Channel recorder with 6tb of storage, new monitor and mount and two (2) Hanwha 4MP IP dome cameras, in the amount of \$3,961.00. Programing recorder and training provided.
- Furnish and install two (2) Aiphone master stations, one in Sheriff’s office and one in jail control room for door release, one video door station at main entrance, and one (1) maglock on main entrance, in the amount of \$7,023.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM LOGO TEK SIGNS/SHERIFF’S DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote dated January 26, 2023, from Logo Tek Signs, in the amount of \$1,070.00, for reflective graphics for two (2) 2023 Ford Explorers, for the Belmont County Sheriff’s Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM PRO-VISION/SHERIFF’S DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Quote No. MASQ26619 dated February 7, 2023, from Pro-Vision in the amount of \$1,180.00 for four (4) Bluetooth Event Triggering Devices for the Belmont County Sheriff’s Department.

Note: This device will activate a deputy’s bodycam when the cruiser lights are turned on.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE FY24 MEMORANDUM OF UNDERSTANDING (MOU) FOR SNAP-EDUCATION SERVICES PROVIDED BY THE OHIO STATE UNIVERSITY EXTENSION TO SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the FY24 Memorandum of Understanding (MOU) for SNAP-Education services to be provided by The Ohio State University Extension to Senior Services of Belmont County.

Note: OSU Extension will provide services for seniors at the congregate sites. (SNAP is Supplemental Nutrition Assistance Program).

FY24 Memorandum of Understanding (MOU) for SNAP-Ed

This Memorandum of Understanding (MOU) confirms the arrangements for services, activities and/or incentives (“*Programs*”) to be provided by The Ohio State University Extension (“OSU Extension”) to Senior Services of Belmont County (*Agency*). This MOU confirms that the Agency will work cooperatively with OSU Extension to provide the Services listed on the attached Exhibit A(Services).

OSU Extension will offer Programs to Seniors (*Audience*) of the Agency that are tailored to the needs of the Audience and that encourage the Audience to invest in their personal overall well-being as well as that of the neighborhood/multi-family community, and/or environment

The SNAP-Ed educational materials used for these lessons are the property of The Ohio State University. The Agency may reprint the handouts as needed to share with other clientele.

These Services will begin on a mutually agreed upon date and continue to be offered until OSU Extension and/or the Agency choose to terminate the relationship. A schedule for future activities will be established that is mutually agreeable to OSU Extension and the Agency.

OSU Extension agrees that:

1. The Programs offered will be optional but must be available to the Audience within the Agency.
2. Programs will be provided at no personal cost to the Audience.
3. The Exhibit A attached to this MOU lists the services that will be offered to the Audience by OSU Extension. A brief description of the services and where the services are/will be offered (on-site/off- site) is also provided.
4. OSU Extension will provide the text, photos, etc. to assist with promotional efforts made by the Agency.

Agency agrees that:

1. Agency will be responsible for timely promotion of the Programs to its students/clients/residents.
2. Agency will provide an appropriate space and timely access to that space for the agreed upon OSU Extension activities.
3. Agency will follow safety protocol as needed.
4. If appropriate and approved, Agency will provide access to virtual programming.
5. Whether face-to-face or virtual, Agency will have a staff person in the class session when working with vulnerable populations such as youth and/or when safety protocol or programming requires this need.
6. Audience meets the minimum requirements to receive SNAP-Ed programs. (Please fill-in

ONLY ONE of the below qualifications)
_____% of the Audience receives SNAP Benefits
OR
____31____ % of the Audience has incomes <185% of the federal poverty guidelines (including free and reduced school lunch percentages)
OR
____ SNAP-Ed Guidance qualified location (food banks, food pantries, soup kitchens, public housing, SNAP/TANF job readiness program sites, SFSP sites, day cares center that are CACFP qualified, and WIC)

Both parties agree:

1. They are flexible and can adjust the schedule and Services as needed by mutual agreement in writing or emails.
2. A party will give 24-hour notice to the other if it is necessary to cancel/postpone scheduled Services.
3. Planned programming is dependent upon receipt of SNAP-Ed funding for the proposed Services.
4. Local Contact information for each party is:

SNAP-Ed PA/PC: Name, title, address, phone, email Madyson Little SNAP-Ed Program Assistant 101 N. Market St. Saint Clairsville, OH 43950 740-695-1455 little.582@osu.edu	Partner Agency: Name, title, address, phone, email Lisa Kazmirski Director 67650 Oakview Dr. Saint Clairsville, OH 43950 740-695-4142 lisa.kazmirski@ssobc.com
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Signatures:

The Ohio State University Extension

Partner Agency

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

Name: Pat Bebo MS, RDN or Ana Claudia Zubietta, PhD Community Nutrition/SNAP-Ed Administration		Signature	Date 2/15/23
Upon roll call the vote was as follows:			
	Mr. Dutton	Yes	
	Mr. Echemann	Yes	
	Mr. Meyer	Yes	

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:44 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:46 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:46 a.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING RESIGNATION OF
AMANDA SABATINO, FULL-TIME LPN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Amanda Sabatino, full-time LPN at the Belmont County Jail, effective February 8, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RESIGNATION OF
AMY MORT, FULL-TIME LPN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Amy Mort, full-time LPN at the Belmont County Jail, effective February 22, 2023.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 1:39 p.m. with Commissioners Dutton, Echemann and Meyer present. The meeting will stand in recess.

Reconvened Tuesday, February 21, 2023 at 9:04 a.m. with Commissioners Echemann and Meyer present with no further business to be had.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:04 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 9:04 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of February, 2023.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, J. P. Dutton 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.

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK