

August 24, 2022

Agenda

Lord's Prayer

Pledge of Allegiance

1:15 Michael Jones – Stone Creek Wastewater Update

Approve Minutes – August 22, 2022

Inter-fund Transfer/Advance

Supplemental Appropriations (3)

Transfer of Funds (1)

Declare Obsolete Property – Desk @ CVB

Declare Obsolete Property – Miscellaneous @ Sheriff's Office

Oil & Gas Lease – DPS Land Services - Perry Township

Software Maintenance Agreement – CourtView Justice Solutions

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, WEDNESDAY, THE 24TH DAY OF AUGUST, 2022, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Abbuhl presiding.

*The Lord's Prayer was said.
The Pledge of Allegiance was said.*

NOTE: Commissioner Abbuhl noted that Michael Jones had to reschedule the Stone Creek Wastewater Update from today to next week.

RESOLUTION (701-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes of the previous meeting of August 22, 2022, as written.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (702-2022) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following inter-fund transfer/advance as per State Auditor's recommendation:

From: Children Services To: Public Assistance \$387,774.00

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (703-2022) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Prosecutor	E-1760-T029-T20	E-1760-T029-T05	\$36.80	To cover August BWC billing
Prosecutor	E-1950-U045-U15	E-1950-U045-U08	\$18.98	To cover the August BWC billing
Recorder	E-0440-A018-A00	E-0230-A006-B02	\$500.00	Provide for payment to employee for vacation leave previously earned. Employee had prior credit which was not included in vacation calculation
Recorder	E-0440-A018-A00	E-0230-A006-B10	\$150.00	Original budget for insurance was prepared prior to actual rates being available. Additional amount is needed through December

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (704-2022) TRANSFER OF FUNDS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Emergency Management Agency	A006-F01	A006-F10	\$8,350.00	Cover insurance of new staff member
Emergency Management Agency	A006-F05	A006-F10	\$1,000.00	Cover insurance of new staff member

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (705-2022) OBSOLETE PROPERTY – DESK @ CVB

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B). This is one piece of an old desk that has been stored at the Convention & Visitor’s Bureau for many years.

One portion of a desk #3061

This item will be disposed of in accordance to ORC.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (706-2022) OBSOLETE PROPERTY – Miscellaneous @ Sheriff’s Office

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

- 2 Desk Top Shelves
- 1 4.2 Cubic Foot Refrigerator
- 1 Sharp Counter Top Microwave
- 1 Small Stand
- 10 Desks

These items were offered on CurDeals twice and will be disposed of in accordance to ORC

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (707-2022) APPROVE OIL & GAS LEASE – DPS Land Services – Perry Twp

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following oil and gas lease with DPS Land Services for 2.825 acres located in Perry Township as recommended by Attorney Brad Hillyer.



Date: 8/17/2022

RE: Oil & Gas Lease 2.825 acres located in PERRY Township, TUSCARAWAS County, Ohio.

Tuscarawas County Commissioners, By: Chris Abbuhl, Commissioner; Al Landis, Commissioner; and Kerry Metzger, Commissioner.

DPS Land Services is working on behalf of EAP Ohio, LLC to obtain oil and gas leases in TUSCARAWAS County, Ohio.

EAP Ohio, LLC has agreed to the following payment terms and conditions as consideration for the signing of the above-mentioned lease:

- \$3,000.00 per net mineral acre for a Primary Term of Five (5) years with the option to extend the Primary Term for Five (5) years at \$3,000.00 per net mineral acre.
- Should Lessor own less than the acreage shown their bonus money will be reduced to their proportionate share.
- Lease bonus consideration to be paid in one installment of \$3,000.00 per net mineral acre being due (120) Days from the receipt of the signed lease and associated documents, and is contingent upon confirmation of your title to the oil and gas rights as well as management approval.
- 16% Royalty

If the above terms and conditions are agreeable, please indicate by signing on the designated space below and returning this letter and fully executed lease documents to my attention at the address provided below. This proposal shall expire forty-five (45) days from the date of this letter. This offer may be revoked at any time prior to acceptance and delivery of the fully executed lease documents. Thank you for your time and consideration.

Agreed to this ____ day of _____, 2022.

Sincerely,

Scott Shaffer
Representative of DPS Land Services
P. (814) 384-7502
Email: sschaffer@dpslandservices.com

Chris Abbuhl, Commissioner

Al Landis, Commissioner

Kerry Metzger, Commissioner



Department of Commerce

LAND PROFESSIONAL DISCLOSURE STATEMENT

The land professional who is providing you with this form is required to do so by Ohio law (Ohio Revised Code section 4735.023). The purpose of this form is to provide certain disclosures. Landowner(s) should initial each line below and sign this form to acknowledge receipt of this information. Return this form to the Land Professional's registered address.

Property Address and/or parcel number(s): 78-00458-000, 78-00459-000, 78-00460-000

Landowner(s)*: Tuscarawas County Commissioners, By: Chris Abbuhl, Commissioner; Al Landis, Commissioner; and Kerry Metzger, Commissioner

This form is being provided: [] At or prior to the land professional first contacting the landowner [] At or prior to the parties entering into any agreements

Date provided: August 17, 2022

Name of Land Professional: Scott Shaffer

Registered Address of Land Professional: 6000 Town Center Boulevard, Ste. 145, Canonsburg, PA 15317

Return this form to the Land Professional's registered address

The land professional is properly registered with the Ohio Division of Real Estate and Professional Licensing.**

Land Professional's registration number: LPR.2019002645 (To be completed by Land Professional)

The land professional is a member in good standing at a national, state or local professional organization that has been in existence for at least three years and has, as part of its mission, developed a set of standards of performance and ethics for oil and gas land professionals.

Name of professional organization: American Association of Professional Landmen (To be completed by Land Professional)

The land professional is NOT a licensed real estate broker, real estate salesperson or real estate appraiser under Ohio Revised Code Chapter 4735 or Chapter 4763, respectively.

The land professional is NOT representing you; the landowner(s).

You, the landowner(s), may seek legal counsel or other professional guidance in connection with any transaction with the land professional.

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

* Additional pages may be included to list multiple owners, as necessary.

** Registration may be verified by owner(s) at: https://elicense3.com/ohio.gov/

**PAID-UP
OIL AND GAS LEASE**

10/13 – OH

Lease No. _____

This Lease made this 17th day of August, 2022, by and between: **Tuscarawas County Commissioners, By: Chris Abbuhl, Commissioner; Al Landis, Commissioner; and Kerry Metzger, Commissioner**, of 125 East High Avenue, New Philadelphia, OH, 44663, hereinafter collectively called "Lessor" and **EAP Ohio, LLC**, a Delaware limited liability company, 5847 San Felipe, Suite 400, Houston, TX, 77057, 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. See Exhibit 'A' for lands described in **PERRY Township, TUSCARAWAS County, OH.**

Township 5N; Range 1W; Section: 22; Parcel#: 78-00458-000	Quarter Section: NW/4
Township 5N; Range 1W; Section: 22; Parcel#: 78-00459-000	Quarter Section: NE/4
Township 5N; Range 1W; Section: 19; Parcel#: 78-00460-000	Quarter Section: SW/4

See attached Exhibit 'A' attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of **2.825** 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. **8/17/2022** (effective date) to 11:59 P.M. **8/16/2027** (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 leased premises, Lessor shall receive as its royalty one-eighth (1/8) 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 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 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 terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lessee is unable, in its sole discretion, to effectively accomplish the purposes and objectives of this Lease or to exercise its rights hereunder because of such laws, rules, regulations or orders, or if 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, then this Lease shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee's option, the period of such inability, 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.

See attached Exhibit 'B' which is unrecorded.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

Tuscarawas County Commissioners

Chris Abbuhl, Commissioner (Seal)

Al Landis, Commissioner (Seal)

Kerry Metzger, Commissioner (Seal)

Document prepared by: EAP Ohio, LLC, 5847 San Felipe, Suite 400, Houston, TX 77057

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF _____)

On this, the ____ day of _____, 2022, before me a notary public, the undersigned authority, personally appeared, personally appeared Chris Abbuhl, who acknowledged himself/herself/themselves to be the Commissioner of Tuscarawas County Commissioners, and he/she/they as such Commissioner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the trust/corporation by himself/herself/themselves as Commissioner.

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this, the ____ day of _____, 2022, before me a notary public, the undersigned authority, personally appeared, personally appeared Al Landis, who acknowledged himself/herself/themselves to be the Commissioner, of Tuscarawas County Commissioners, and he/she/they as such Commissioner being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the trust/corporation by himself/herself/themselves as Commissioner.

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

My Commission Expires: _____
Signature/Notary Public: _____
Name/Notary Public (print): _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this, the ____ day of _____, 2022, before me a notary public, the undersigned authority, personally appeared, personally appeared Kerry Metzger, who acknowledged himself/herself/themselves to be the Commissioner, of Tuscarawas County Commissioners, and he/she/they as such Commissioner being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the trust/corporation by himself/herself/themselves as Commissioner.

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

My Commission Expires: _____
Signature/Notary Public: _____
Name/Notary Public (print): _____

EXHIBIT "A"

This Exhibit "A" is attached to and made part of that certain Oil and Gas Lease dated 8/17/2022, by and between **Tuscarawas County Commissioners, By: Chris Abbuhl, Commissioner; Al Landis, Commissioner; and Kerry Metzger, Commissioner**, of 125 East High Avenue, New Philadelphia, OH, 44663, as Lessor and **EAP Ohio, LLC**, 5847 San Felipe, Suite 400, Houston, TX, 77057, as Lessee, and is made a part of said lease as if incorporated therein.

Property Tax Parcel Identification Number: **78-00458-000**

and is bounded formerly or currently as follows:

On the North by lands now or formerly of	Tuscarawas County Commissioners
On the East by lands now or formerly of	Parker/Kramer
On the South by lands now or formerly of	Tuscarawas County Commissioners
On the West by lands now or formerly of	Stengenga/Parker

including lands acquired from **W. Roy Gardner and Martha Gardner, husband and wife** by virtue of deed dated **1/15/1955**, and recorded in **Book 352, Page 109**, and described for the purposes of this agreement as containing a total of **0.587** Leasehold acres.

Property Tax Parcel Identification Number: **78-00459-000**

and is bounded formerly or currently as follows:

On the North by lands now or formerly of	Tuscarawas County Commissioners
On the East by lands now or formerly of	Kramer
On the South by lands now or formerly of	Stengenga
On the West by lands now or formerly of	Stengenga

including lands acquired from **W. Roy Gardner and Martha Gardner, husband and wife** by virtue of deed dated **1/15/1955**, and recorded in **Book 352, Page 109**, and described for the purposes of this agreement as containing a total of **0.261** Leasehold acres.

Property Tax Parcel Identification Number: **78-00460-000**

and is bounded formerly or currently as follows:

On the North by lands now or formerly of	Bilinovich
On the East by lands now or formerly of	Bilinovich/Fellows
On the South by lands now or formerly of	Bilinovich
On the West by lands now or formerly of	Bilinovich

including lands acquired from **Floy Lyon and Hazel Lyon, husband and wife** by virtue of deed dated **2/12/1955**, and recorded in **Book 353, Page 196**, and described for the purposes of this agreement as containing a total of **1.977** Leasehold acres.

SIGNED FOR IDENTIFICATION ONLY:

Tuscarawas County Commissioners

Chris Abbuhl, Commissioner (Seal)

Al Landis, Commissioner (Seal)

Kerry Metzger, Commissioner (Seal)

EXHIBIT "B"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated 8/17/2022, by and between **Tuscarawas County Commissioners**, By: **Chris Abbuhl, Commissioner; Al Landis, Commissioner; and Kerry Metzger, Commissioner**, as Lessor, and **EAP Ohio, LLC**, as Lessee. If any of the following provisions conflict with or are inconsistent with the printed provisions or terms of this Lease, the following provisions shall control.

ROYALTY:

All references made in Paragraph (B) ROYALTY of the section entitled "PAYMENT TO LESSOR" as to one-eighth (1/8) royalty shall be amended to 16%.

RELEASE OF LEASE: Upon written request by Lessor and after termination, expiration, or surrender of this lease in whole or in part, Lessee shall provide Lessor with a copy of an appropriate release of lease.

CONFLICT CLAUSE: In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the Lease.

STORAGE OF EQUIPMENT: Lessee shall not use the Leasehold for the storage of equipment or pipe, other than that which is necessary for the ongoing production from existing wells on the leased premises, or lands unitized therewith, unless otherwise approved in writing by the lessor.

COST FREE ROYALTY: Lessee agrees to pay Lessor's royalty based upon sixteen percent (16%) of the Gross Proceeds received by Lessee (or its affiliate) in a sale of oil, gas or other hydrocarbons produced and sold hereunder to the first non-affiliated third-party purchaser at the point of sale to said non-affiliated third-party purchaser. For purposes of this Lease, "Gross Proceeds" means the total consideration paid for the sale of oil, gas, casinghead gas, casinghead gasoline, associated hydrocarbons, and marketable by-products, produced from the Leased Premises or payments for future production or delivery of production at a future time, or sums paid to compromise claims relating to payment obligations associated with the sale of oil, gas, casinghead gas, casinghead gasoline, associated hydrocarbons, and marketable by-products.

DISPOSAL WELLS: Lessee is not granted any right whatsoever to use the Leasehold, or any portion thereof, for construction and/ or operation of any disposal well, injection well, or the construction and/ or operation of water disposal facilities.

WATER QUALITY TESTING PROVISION: Prior to commencing drilling operations, Lessee, at its sole cost and expense, shall test the water quality of Lessor's private water source(s) (i.e. water wells and/or springs) that are identified by Lessor as currently utilized for household purposes and located within One Thousand feet (1,000') of Lessee's well pad or within the state required distance from Lessee's well pad, whichever distance is greater. To be tested, Lessor's private water sources must have functioning pumps installed. Only non-invasive means of testing shall be used; Lessee shall not be required to pull pumps, move windmills, etc. Samples from Lessor's private water source(s), covered by this agreement, will be analyzed for Lessee's standard baseline parameter list of general water quality indicators. Testing of Lessor's private water source (s) shall be conducted by an independent testing laboratory, selected by Lessee, having state and /or National Environmental Laboratory Accreditation Program (NELAP) accreditations. Lessor shall be notified prior to any water sampling events, and Lessor or its agents or representatives shall have the right to be present during such events. The results of these tests will be provided to Lessor within 30 days of Lessee's receipt of the final results from the independent testing laboratory unless otherwise required by state or regulatory agency. Lessor shall notify Lessee of any new private water sources within thirty (30) days of installation. In the event the water quality of such private water source(s) is reduced as a direct result of Lessee's operations on said Lands, such that the water is unusable for household purposes, Lessee shall evaluate and perform such steps to restore the water quality of Lessor's private water source(s) to conditions consistent with pre-drill water quality. Lessee shall not be responsible for diminished water quality of Lessor's private water source(s) due to causes out of Lessee's control, including but not limited to seasonal variability and drought conditions.

WATER DAMAGE: In the event any activity carried on by Lessee pursuant to the terms of this Lease damages, disturbs, or injures Lessor's fresh water well or source located on these leased premises, Lessee shall at its sole cost and expense use its best efforts to correct any such damage, disturbance or injury.

GOVERNING LAW: This Agreement and the legal relations between the Parties shall be governed by, and construed in accordance with the laws of the State of Ohio, without regard to principles of conflicts of law that would direct the application of the laws of another jurisdiction.

HOLD HARMLESS: Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee.

WARRANTY OF TITLE: It is understood that Lessor warrants title to said property only with respect that the title is good to the best of Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title.

NO COMPRESSION ON LEASEHOLD: No compression facilities shall be used on the leased premises other than for the purpose of producing oil or gas solely from the leased premises or lands pooled therewith unless written consent is provided by the Lessor. Such consent shall not be unreasonably withheld, delayed or conditioned.

NO STORAGE RIGHTS: Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement with a third party regarding the use of the leased premises for gas storage, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information regarding the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.

NO OTHER MINERALS: This Lease shall cover only oil and gas, coalbed methane and related hydrocarbons that may be produced through the well bore; and all other minerals, including, but not limited to Lignite coal, uranium, sulphur, gravel, copper and metallic ores are not included in this Lease.

NO SURFACE OPERATIONS:
The parties hereto agree that without a separate written agreement or order, Lessee shall not have the right to drill wells, construct access roads, and/or install any other facilities on the surface of the herein described leased premises.

SIGNED FOR IDENTIFICATION ONLY:

Tuscarawas County Commissioners

Chris Abbuhl, Commissioner (Seal)

Al Landis, Commissioner (Seal)

Kerry Metzger, Commissioner (Seal)

MEMORANDUM OF OIL AND GAS LEASE

07/11 – OH

This Memorandum of Oil and Gas Lease made this 17th day of August, 2022, by and between **Tuscarawas County Commissioners, By: Chris Abbuhl, Commissioner; Al Landis, Commissioner; and Kerry Metzger, Commissioner**, of 125 East High Avenue, New Philadelphia, OH, 44663 hereinafter collectively called "Lessor", and **EAP Ohio, LLC**, 5847 San Felipe, Suite 400, Houston, TX, 77057, hereinafter called "Lessee".

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee an Oil and Gas Lease dated 8/17/2022, and made effective 8/17/2022, which provides for a Five (5) years primary term and an option to renew for an additional Five (5) years primary term covering Lessor's interest in the following described lands and a secondary which 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 covering Lessor's interest in the following described lands:

Township 5N; Range 1W; Section: 22; Parcel#: 78-00458-000	Quarter Section: NW/4
Township 5N; Range 1W; Section: 22; Parcel#: 78-00459-000	Quarter Section: NE/4
Township 5N; Range 1W; Section: 19; Parcel#: 78-00460-000	Quarter Section: SW/4

See attached Exhibit 'A' attached hereto and made a part hereof.

Containing **2.825** acres and located in the Township of **PERRY, TUSCARAWAS** County, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof.

This Lease may be extended beyond the primary term by certain activities including, without limitation, conducting operations, producing oil or gas, or making prescribed payments. This Lease also grants to Lessee a Right of First Refusal to match any offer to top lease the leased premises, which right may be exercised by Lessee within fifteen (15) days after receipt of proper notice from Lessor.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Lease. It is the intent of the Lessor to lease all of Lessor's interest in and to the properties described herein, whether or not the tracts recited herein are properly described, and further it is understood this lease includes all rights owned by the Lessor in the properties described herein.

IN WITNESS WHEREOF this Memorandum of Oil and Gas Lease is executed as of the date first above written.

Tuscarawas County Commissioners

_____ (Seal)
Chris Abbuhl, Commissioner

_____ (Seal)
Al Landis, Commissioner

_____ (Seal)
Kerry Metzger, Commissioner

Document prepared by: EAP Ohio, LLC, 5847 San Felipe, Suite 400, Houston, TX 77057

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
 _____) SS:
 COUNTY OF _____)

On this, the ____ day of _____, 2022, before me a notary public, the undersigned authority, personally appeared, personally appeared **Chris Abbuhl**, who acknowledged himself/herself/themselves to be the **Commissioner** of **Tuscarawas County Commissioners**, and he/she/they as such **Commissioner**, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the trust/corporation by himself/herself/themselves as **Commissioner**.

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

EXHIBIT "A"

This Exhibit "A" is attached to and made part of that certain Memorandum of Oil and Gas Lease dated 8/17/2022, by and between Tuscarawas County Commissioners, By: **Chris Abbuhl, Commissioner; Al Landis, Commissioner; and Kerry Metzger, Commissioner**, of 125 East High Avenue, New Philadelphia, OH, 44663, as Lessor and **EAP Ohio, LLC**, 5847 San Felipe, Suite 400, Houston, TX, 77057, as Lessee, and is made a part of said lease as if incorporated therein.

Property Tax Parcel Identification Number: 78-00458-000

and is bounded formerly or currently as follows:

On the North by lands now or formerly of	Tuscarawas County Commissioners
On the East by lands now or formerly of	Parker/Kramer
On the South by lands now or formerly of	Tuscarawas County Commissioners
On the West by lands now or formerly of	Stengenga/Parker

including lands acquired from **W. Roy Gardner and Martha Gardner, husband and wife** by virtue of deed dated **1/15/1955**, and recorded in **Book 352, Page 109**, and described for the purposes of this agreement as containing a total of **0.587** Leasehold acres.

Property Tax Parcel Identification Number: 78-00459-000

and is bounded formerly or currently as follows:

On the North by lands now or formerly of	Tuscarawas County Commissioners
On the East by lands now or formerly of	Kramer
On the South by lands now or formerly of	Stengenga
On the West by lands now or formerly of	Stengenga

including lands acquired from **W. Roy Gardner and Martha Gardner, husband and wife** by virtue of deed dated **1/15/1955**, and recorded in **Book 352, Page 109**, and described for the purposes of this agreement as containing a total of **0.261** Leasehold acres.

Property Tax Parcel Identification Number: 78-00460-000

and is bounded formerly or currently as follows:

On the North by lands now or formerly of	Bilinovich
On the East by lands now or formerly of	Bilinovich/Fellows
On the South by lands now or formerly of	Bilinovich
On the West by lands now or formerly of	Bilinovich

including lands acquired from **Floy Lyon and Hazel Lyon, husband and wife** by virtue of deed dated **2/12/1955**, and recorded in **Book 353, Page 196**, and described for the purposes of this agreement as containing a total of **1.977** Leasehold acres.

SIGNED FOR IDENTIFICATION ONLY:

Tuscarawas County Commissioners

Chris Abbuhl, Commissioner (Seal)

Al Landis, Commissioner (Seal)

Kerry Metzger, Commissioner (Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this, the ____ day of _____, 2022, before me a notary public, the undersigned authority, personally appeared, personally appeared Al Landis, who acknowledged himself/herself/themselves to be the Commissioner, of Tuscarawas County Commissioners, and he/she/they as such Commissioner being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the trust/corporation by himself/herself/themselves as Commissioner.

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

My Commission Expires: _____
Signature/Notary Public: _____
Name/Notary Public (print): _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this, the ____ day of _____, 2022, before me a notary public, the undersigned authority, personally appeared, personally appeared Kerry Metzger, who acknowledged himself/herself/themselves to be the Commissioner, of Tuscarawas County Commissioners, and he/she/they as such Commissioner being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the trust/corporation by himself/herself/themselves as Commissioner.

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

My Commission Expires: _____
Signature/Notary Public: _____
Name/Notary Public (print): _____

Recorder: Return to EAP Ohio, LLC, 5847 San Felipe, Suite 400, Houston, TX 77057

EAP Ohio, LLC
ORDER OF PAYMENT

Date: 8/17/2022

EAP Ohio, LLC ("EAP Ohio, LLC") will tender payment to the Lessor identified in the Paid Up Lease ("Lease") as indicated herein by check within 120 days of EAP Ohio, LLC's receipt of the original executed Order of Payment and the original executed Lease.

If Lessor owns more or less than the net interest defined herein, EAP Ohio, LLC may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to the actual interest owned by Lessor or render title unacceptable at its sole discretion.

EAP Ohio, LLC retains the right to surrender the Lease associated with the Order of Payment at any time and for any reason. If the Lease is surrendered before payment is due under this Order of Payment, the Lessor may retain any consideration paid at the time of signing the Lease, but Lessor is not entitled to any additional amount.

Lessor acknowledges and agrees that the Lease is a valid and binding agreement, subject to the terms and conditions contained herein. Lessor represents he/she has a full understanding of the risks involved in leasing property for oil and gas development and that Lessor has read and understands the terms and provisions of the Lease and this Order of Payment.

PAY TO: Tuscarawas County Commissioners
in the amount of Eight Thousand Four Hundred Seventy-five and 00/100 *****

Dollars (\$8,475.00)

Address: 125 East High Avenue, New Philadelphia, OH, 44663

Phone SSN/TIN: Send 1099 Form to: Tuscarawas County Commissioners

Table with 3 columns: STATE (OHIO), COUNTY (TUSCARAWAS), SECTION/TOWNSHIP/RANGE (See Below). Includes rows for PROSPECT/PROJECT NAME, BONUS PER ACRE (\$3,000.00), and LEASE NUMBER with New/Renewal checkboxes.

This payment is for Bonus Consideration for Oil & Gas Lease dated 8/17/2022, which covers property described as follows:

- Township 5N; Range 1W; Section: 22; Parcel#: 78-00458-000 Quarter Section: NW/4
Township 5N; Range 1W; Section: 22; Parcel#: 78-00459-000 Quarter Section: NE/4
Township 5N; Range 1W; Section: 19; Parcel#: 78-00460-000 Quarter Section: SW/4

Gross Acres: 2.825000 Net Acres: 2.825000 Mineral Interest 1.00000000

Tuscarawas County Commissioners
Landowner's signature: Chris Abbuhl, Commissioner
Landowner's signature: Al Landis, Commissioner
Landowner's signature: Kerry Metzger, Commissioner

(if needed)
Approved By:

Forward to:
LAND DEPARTMENT: EAP Ohio, LLC
5847 San Felipe, Suite 400
Houston, TX 77057

Table for INTERNAL USE ONLY with columns: DATE PAID, DATE BY, AMOUNT, CHECK NUMBER, and a NOTE section.

VOTE: Chris Abbuhl, yes; Kerry Metzger, yes; Al Landis, yes;

RESOLUTION (708-2022) SOFTWARE MAINTENANCE AGREEMENT – EQUIVANT – CourtView

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following software maintenance agreement with CourtView Justice Solutions Inc. dba equivant as recommended by Common Pleas Court Judges and approved as to form by Bob Stephenson II, Assistant Prosecuting Attorney:



SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into as of the 1st day of August 2022 ("Effective Date") by and between CourtView Justice Solutions Inc. d/b/a equivant, with offices at 4825 Higbee Avenue NW, Suite 101, Canton, Ohio 44718 ("equivant"), and the Tuscarawas County Clerk of Courts and Common Pleas, Juvenile, and Probate Courts with offices at 101 East High Avenue, New Philadelphia OH 44663-2636 ("Customer"), and describes the terms and conditions pursuant to which equivant shall provide software maintenance services to Customer for certain Software (as defined below).

Whereas, equivant and Customer are parties to a Software License Agreement pursuant to which Customer has licensed certain software products ("Software") from equivant. Software expressly excludes software licensed by a third party;

Whereas, the Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available. Maintenance includes bug fixes and telephone support and may include, if they are made available by equivant, software updates and enhancements; and

Whereas, the parties wish to set forth the terms and conditions upon which the parties have agreed Maintenance will be provided to the Customer for the Software, and to which the Customer, at its option, may subscribe annually to Maintenance from equivant. Except as expressly provided in this Agreement, equivant does not provide Maintenance for third party software that is licensed by a party other than equivant.

Therefore intending to be legally bound, the parties hereby mutually agree to the following terms:

1. **TERM**

Maintenance shall commence on the Effective Date, and shall have an initial term of twelve (12) months ("Initial Term"). The term shall automatically renew each year thereafter on the anniversary of the Effective Date for an additional twelve (12) month period ("Subsequent Term") unless terminated as set forth below.

2. **SCOPE OF MAINTENANCE SERVICES**

equivant will provide the Maintenance as described in the Maintenance Terms attached hereto and labeled as Exhibit A.

equivant will provide tier one support for third party software purchased from equivant, tier two and three support and revisions and upgrades will be provided by the manufacturer of such third party software. Tier one, tier two and tier three support is defined as:

Tier I: Is the initial support level responsible for basic customer reported issues. It is synonymous with first line support and denotes use support. A Tier I (equivant) customer care specialist will gather the customer's information and determine the customer's issue by analyzing the symptoms and will attempt to identify the root cause of the underlying problem. If the root cause is a basic use issue the assigned customer care specialist will attempt to remediate the issue before escalating the issue to a higher level. If the reported issue is a technical issue the assigned customer care specialist will escalate the issue to a higher level.

Tier II: This is a more in-depth technical support level provided by personnel with

ēquivant

Cloud Managed Software as a Service

additional experience and knowledge of the product. Manufacturer technicians providing Tier II support are responsible for: helping Tier I customer care specialist solve basic use problems, for handling basic technical issues, for investigating escalated issues by confirming the validity of the reported issue and identifying known solutions related to these more complex issues. If an issue is new and/or the assigned technician cannot determine a solution, they are responsible for escalating this issue to the Tier III technical support group.

Tier III: This is the highest level of technical support and is provided by manufacturer technicians with extensive experience and knowledge of the product for handling the most difficult and advanced problems. Often the Tier III technical support group includes the staff that developed and tested the product.

3. PROPRIETARY PROPERTY

All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by ēquivant shall remain the proprietary property of ēquivant. Restriction of this proprietary property does not limit the Customer from making such copies of programs, documentation, and software-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of ēquivant.

4. CUSTOMER RESPONSIBILITY FOR ENVIRONMENT

To operate the supported software, ēquivant will provide Customer with a definition of minimum requirements for the Customer's environment, infrastructure and related applications, which include, but are not limited to, Customer's operating system, database tools, and other support tools. ēquivant will provide Customer with at least ninety (90) days written notice of changes to those minimum requirements. Customer must meet those minimum requirements or ēquivant may decline to provide Maintenance. ēquivant has no obligations to upgrade the supported software because of Customer's changes to its environment, infrastructure and related applications, including, but are not limited to, Customer's operating system, database tools and other supported tools.

5. SOFTWARE MAINTENANCE FEE – PAID UP LICENSE

In consideration of the Maintenance services to be provided for the initial term, Customer shall pay to ēquivant in accordance with the Software Maintenance Fee Schedule attached hereto as Schedule 1. For each Subsequent Term, ēquivant reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least forty-five (45) days prior to start date for any Subsequent Term.

6. ADDITIONAL SOFTWARE – PAID UP LICENSE

In the event the Customer requires maintenance for additional Software ("Additional Software"), the parties may mutually agree to modify this Agreement to include the Additional Software on Schedule 1 and make any other changes necessary for coverage of the Additional Software hereunder. The Software Maintenance Fee due under this Agreement shall also be modified to include a prorated amount of the annual maintenance fee for the Additional Software covering the term remaining under then current term of this Agreement. The Maintenance Fee for this initial period of coverage shall be in an amount equal to twenty two percent (22%) of the non-discounted license fee paid for the Additional Software. For the first Subsequent Term, the amount due for the Additional Software shall be of the full value of the 22% of the non-discounted cost of the license fee. Thereafter, any change in the amount of annual Maintenance Fee due shall be provided as set out in this Agreement



Water & Sewer Solutions for Businesses

7. **OTHER FEES AND EXPENSES**

If onsite maintenance is required, Customer will pay reasonable travel and living expenses of equivalent's employees or agents, which shall be billed and paid as the expenses are incurred. Onsite labor shall be provided on an hourly rate basis at the then current rates. Travel and living expenses shall be incurred in accordance with equivalent's standard travel policy.

8. **PAYMENT TERMS**

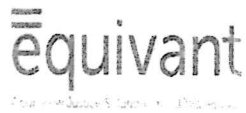
- a. Payment for Maintenance for initial and subsequent terms is due and payable within thirty (30) days of the date of each billing. Upon thirty days written notice to Customer of the intent to suspend Maintenance, equivalent may, at its sole election and without prejudice to other remedies herein, suspend support under this agreement if Customer fails to pay invoice by the ninety day after the invoice date. Restatement of Maintenance under this agreement requires all overdue payments to be paid in full.
- b. equivalent reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the payment due date.

9. **DEFAULT AND TERMINATION**

- a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least thirty (30) days prior to start date of any Subsequent Term.
- b. Either party may terminate this Agreement if: (i) the other party fails to perform a material obligation of this Agreement, and if such failure remains uncured 30 days after receipt of written notice from the non-breaching party specifying the failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, equivalent may terminate this Agreement effective upon thirty (30) days written notice to Customer if Customer fails to make any payment in full as and when due hereunder and does not cure within that thirty (30) days.
- c. In the event that Maintenance is terminated by equivalent, equivalent shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by equivalent pursuant to the provisions hereof shall be without prejudice to any right or recourse available to equivalent, and without prejudice to equivalent's right to collect any amounts, which remain due to it hereunder.

10. **LIMITED WARRANTIES**

- a. Software. equivalent warrants for a period of ninety (90) days following the date of delivery of any software under this agreement that it will substantially operate according to the documentation and product literature provided by equivalent. If it is determined by Customer that the software does not substantially operate according to such documentation provided by equivalent. equivalent may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Customer shall report all errors or other defects in the software to equivalent immediately upon their discovery. It is acknowledged that the Software is inherently complex and may contain errors and equivalent cannot and does not guarantee to correct all such errors. The remedies set



forth in this section constitutes Customer's sole and exclusive remedy for breach of this Warranty. equivant does not warrant Third Party Software. equivant will transfer any warranty provided by the licensor of the Third Party Software to Customer. Third Party Software is software that is not proprietary to equivant.

- b. **Services.** equivant warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to equivant timely notice of such breach as hereinafter required, equivant shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by equivant attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to equivant written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing warranty.
- c. **NO OTHER WARRANTIES.** EQUIVANT MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. EQUIVANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

11. LIMITATION OF LIABILITY

- a. Customer hereby agrees that equivant's total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to equivant hereunder during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against equivant relating to this Agreement must be made in writing and presented to equivant within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- b. In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

12. GENERAL TERMS

- a. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party except in the event of sale of assets, merger or consolidation. Notwithstanding the



Contractor Subcontractor Solutions

foregoing, equivant may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.

- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- d. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- e. This Agreement shall be governed by the laws of the State of Delaware, without regard to its laws relating to conflict or choice of laws. Subject to Paragraph g. below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Delaware. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.
- f. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.



Dispute Resolution Solutions

Customer

Elizabeth Stephenson, Court
 Administrator
 Tuscarawas County Common Pleas Court
 101 East High Avenue
 Suite 305
 New Philadelphia, Ohio 44663
 Tel. No. (330) 365-3299
 Fax No. (330) 602-8811

equivant

General Manager

equivant

4825 Higbee Avenue NW
 Suite 101
 Canton, Ohio 44718
 Tel. No. 330.470.4280
 Fax No. 330.494.2483

Copy to:

Jeanne Stephen, Clerk of Courts
 Tuscarawas County
 125 East High Avenue
 New Philadelphia, Ohio 44663

Copy to:

Contract Manager
equivant
 4825 Higbee Avenue NW
 Suite 101
 Canton, Ohio 44718

g. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the arbitrator(s). Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which equivant concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

h. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or



transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

- i. This Agreement and any Schedules or Exhibits attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, Customer issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof. It is expressly agreed that if Customer issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for Customer's internal use only, and no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify, this Agreement, regardless of any failure by Equivant to object to such terms, conditions or provisions. This Agreement sets forth the sole and entire understanding between Equivant and Customer with respect to the subject matter.

371



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

ēquivant

By: _____

Name: Becky Kelderhouse

Title: General Manager

Date: _____

CUSTOMER

Tuscarawas County Board of Commissioners

By: Chris Abbuhl

Chris Abbuhl

AUG 24 2022

Date: _____

By: Al Landis

Al Landis

AUG 24 2022

Date: _____

By: Kerry Metzger

Kerry Metzger

AUG 24 2022

Date: _____

Tuscarawas County Clerk of Courts

By: Jeanne Stephen

Jeanne Stephen

Date: Aug 19, 2022

Tuscarawas County Court of Common Pleas

By: Judge Elizabeth Lehigh Thomakos

Judge Elizabeth Lehigh Thomakos


Date: Aug 3, 2022

374


374

374



By: 
Judge Michael J. Ernest

Date: 8-6-22

By: 
Judge Adam W. Wilgus

Date: 8/10/22

375

375

375

375



**SCHEDULE 1
SOFTWARE MAINTENANCE FEE SCHEDULE**

<u>equivant Software</u>	<u>Number of Licenses</u>	<u>Annual Amount</u>
<u>Clerk of Courts/Common Pleas:</u>		
CourtView3 Case Management System	70	\$63,264.00
CourtView Ohio Tax Lien	1	\$0.00
CourtView IJIS Broker Integrator OCN Extract	1	\$0.00
ShowCase iDMS Document Management Server	1	\$1,650.00
ShowCase iDMS Document Management User	70	\$13,090.00
CourtView eServices eAccess Portal	3	\$1,718.00
CourtView eAccess Imaging Adapter	1	\$943.25
ShowCase iDMS Document Management Web Service	1	\$330.00
CourtView JusticeFiling	1	\$7,546.00
CourtView eServices ePay	1	\$943.25
CourtView eServices eMarriage	1	\$943.25
JuryView	1	\$6,868.00
Subtotal equivant Software		<u>\$97,295.75</u>
<u>Third Party Software</u>		
Crystal Reports Server OEM Edition	1	\$522.50
Crystal Reports	1	\$146.00
Subtotal Third Party Software		<u>\$668.50</u>
Total first year annual maintenance		<u>\$97,964.25</u>

1 First year software support and maintenance will be activated and invoiced upon Go-Live. equivant will invoice for the prorated maintenance for the current maintenance year at 1-12th of the annual maintenance fee through the end of the current maintenance year. Software Maintenance will renew annually in January.

**Exhibit A****MAINTENANCE TERMS****1. SUPPORT SERVICES**

Customer will authorize and identify a reasonable number of contacts who may initiate support with equivant. These named users must be technically capable and familiar with the products covered under this agreement. Customer will perform basic troubleshooting before contacting equivant to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. equivant reserves the right to decline support to Customer named users not authorized to initiate support.

equivant will provide support after confirming Customer has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by equivant, software updates.

2. CORRECTION OF DEFECTS

In the event the Customer encounters an error and/or malfunction ("Defect") in the equivant Software because it is not conforming to documentation provided by equivant, it shall communicate the circumstances and any supporting information to equivant. Upon receipt, equivant will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of equivant and the Customer, there exists a Defect that does not constitute a serious impediment to the normal intended use of the equivant Software, equivant will correct the Defect and distribute the correction to the Customer in accordance with equivant's normal software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of equivant and the Customer, there exists a Defect that does constitute a serious impediment to the normal intended use of the equivant Software, equivant will take such steps as are reasonably required to correct the Defect promptly.

3. SOFTWARE REVISIONS AND NEW VERSIONS

- a. equivant Software may be revised by equivant as a result of (i) emergency correction of Defect, (ii) periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the equivant Software and/or to increase the capabilities of the equivant Software (hereafter "Revisions").
- b. Revisions will be provided at no additional charge during the term of the Software Maintenance Agreement.



Customer Service Solutions for Public Safety

- c. New Versions ("New Versions") of the equivalent Software may be issued by equivalent from time to time (excluding 3rd party software). A New Version substantially changes the architecture and/or coding structure of the application, and the New Version is not written as an add-on to the current software code base. equivalent will, from time to time, release new products (including New Versions) and/or modules, which equivalent will make available to Customer at the then-current price(s).
- d. All Revisions and New Versions will be transmitted to the Customer electronically unless otherwise mutually agreed. The Customer shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system unless otherwise mutually agreed in writing.
- e. If Customer reports a Defect to equivalent that can be resolved through upgrading to a New Revision, Customer must upgrade to say New Revision and equivalent is not obligated to correct the Defect through remediation of the older version unless otherwise mutually agreed in writing.
- f. equivalent Software is designed as standard products and not as customized systems. equivalent recognizes the need for some Customer customization; however, equivalent reserves the right to control the design, performance, and integration of equivalent products and, as a result, may reject Customer requests for modifications or enhancements that are inconsistent with equivalent's product strategy.
- g. equivalent will use commercially reasonable efforts to modify the equivalent Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the Customer's State jurisdiction. A change to the law, regulations, or rules of the Customer's State jurisdiction that requires new functionality is an enhancement. equivalent, at its sole discretion, may elect to add such enhancements to the product as a revision. If Customer requires such enhancement prior to equivalent decision, if any, to add to the product, the Customer will be required to pay for such additional services at equivalent's then current time and materials rate. In either case, the Customer shall timely notify equivalent in writing of all requested legislative updates. The notice shall contain a summary of the modifications, identifying the applications and functions to be modified as well as detailed specification of the required changes. The Customer shall also provide a complete text, including effective date, of the legislation and/or order mandating the modifications. equivalent shall then prepare a detailed functional specification for approval by Customer and the timeline required for implementation. Nothing in this provision requires equivalent to undertake extraordinary efforts to complete the legislative updates or provide new functionality except as additional services as described in section 7 below. Customer agrees to cooperate with other customers in the jurisdiction to agree upon appropriate specifications.

4. TECHNICAL LITERATURE

equivalent shall make available to the Customer technical literature that equivalent considers relevant to the equivalent Software and its use within the scope of Customer's operations.

5. REMOTE DIAGNOSTIC ACCESS

The Customer shall provide appropriate remote access capabilities by which equivalent may, with the permission of the Customer, remotely access the equivalent Software for the purpose of remote diagnostics and support.



6. PROPER USE

- a. The Customer agrees that all reasonable effort shall be taken to ensure that neither the equivant Software nor data files are misused.
- b. In the event that the Customer or its agents misuses the equivant Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the equivant Software, although equivant is not obligated to correct such misuse, equivant may attempt to correct the situation, if possible, at Customer's expense.
- c. In the event that diagnostic assistance is provided by equivant, which, in the reasonable opinion of equivant, relates to problems not caused by a Defect in the equivant Software, such assistance shall be at the Customer's expense.

376

7. ADDITIONAL SERVICES

- a. The Customer may desire to have additional modifications or minor enhancements performed; the fees for these services shall be in accordance with equivant's then current time and materials rates. Specific services may include requirements analysis, preparation of functional or programming specifications, software development, testing, documentation, installation, data conversion, training, and help desk support. equivant shall provide an estimate of cost prior to performing any of the above services. equivant is available to perform these modifications within the scope of this Agreement or under a separate agreement.
- b. Additional support outside the scope of the support services described in this Agreement may be available to the Customer upon request. These services shall be performed on a time and materials basis.

379

8. RESPONSE TIMES AND AVAILABILITY

- a. Definition. The Customer Support Department is the primary means of communication between the Customer and equivant regarding all equivant software issues. Customer Support provides the most efficient means to track, manage, and resolve all equivant software issues. The following table provides information on equivant' categorization of issues.

Priority	Criteria
<u>Urgent</u> Extremely Severe Business Impact	Issue results in broad disruption or degradation of production environment services (not caused by the Customer's hardware or environment) causing a severe business impact to the Customer, and for which no acceptable workaround exists, including where: <ul style="list-style-type: none"> · A core business function is prevented from being carried out; or · An issue results in a disruption or degradation for multiple core business functions that affect one or more of the Customer's business groups.

379



Customer Support Solutions for Transportation

Priority	Criteria
<p>High Serious Business Impact</p>	An error or Software issue related to a core system or business function that causes a serious business impact to the Customer by impeding the normal intended use of the software but allowing processing to continue in a restricted manner, and for which there is no known system workaround.
<p>Normal Moderate Business Impact</p>	A software operational error related to a core system or business function that causes a moderate to low business impact to the Customer but does not cause a serious impediment to the normal intended use of the software, and for which a system workaround may exist; or questions about how to use the application.
<p>Low Little or No Business Impact</p>	System functionality is largely correct except for minor, display or cosmetic errors with non-core functions of the software that causes little or no business impact to the Customer. Includes requests for documentation changes or corrections.

b. Response Time. equivant will respond as quickly as possible to each request, but uses the response time targets for Average First Reply Time, during the defined hours of operation, provided in the table below. First Reply Time is defined as the time it takes a equivant Customer Care Agent to respond to Customer's request for assistance.

	Average First Reply Time Target	Average Resolution Time Target
Urgent	1 hour	As soon as possible, but no more than 24 hours
High	8 business hours	48 hours (not including development or release time)
Normal	2 business days	5 business days (not including development or release time)
Low	2 business days	Mutually agreed time or Scheduled for future release

c. Resolution Time. Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes equivant to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Average Resolution Time targets are provided in the table above. Elapsed time for development effort is not included in Resolution time.

d. Hours of Operation. equivant shall be available for support services Monday through Friday, 8 A.M. to 5 P.M. Eastern Time, except for equivant-observed holidays, which may be revised from time to time.

VOTE:

Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (709-2022) PAY BILLS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve for payment the following bills:

911

Tritech Software Systems	Annual Maintenance Contract	\$42,599.17	
			\$42,599.17

Auditor

Harris Computer Systems	Support Services	\$2,832.10	
TASC – Client Invoices	Flex System Plan Administration	\$1,023.45	
			\$3,855.55

Commissioners

Koorsen	Annual Fire Alarm Testing	\$1,187.50	
BA Widder Architectural Services	Architect Fees	\$1,768.11	
BA Widder Architectural Services	Architect Fees	\$651.63	
Sherwin Williams	Supplies	\$38.17	
			\$3,645.41

Common Pleas Court

Forensic Diagnostic Center	Evaluator’s Travel	\$135.00	
Ohio Assoc. for Court Administrators	Fall Conference Registration	\$265.00	
Staples Credit Plan	Office Supplies	\$225.76	
			\$625.76

Community & Economic Development

OCCD	CDBG Labor Standards Virtual Trng	\$40.00	
Nicholas Construction & Remodeling	Contract – CHIP Home – Rist	\$14,800.00	
Ohio Regional Development Corp	Pre/Past Furnace & Lead Swipes – Rist	\$750.00	
Ohio Regional Development Corp	Soft Costs – Rist	\$8,464.00	
			\$24,054.00

Coroner

Smith Livery Service	Livery Services	\$1,600.00	
Verizon Wireless	Cell Phone Services	\$124.05	
Cuyahoga County Medical Examiner	Autopsy	\$1,475.00	
Smith Ambulance Service Inc.	Body Removal	\$692.50	
Cuyahoga Co. Medical Examiner	Autopsy	\$1,475.00	
			\$5,366.55

Engineer

Fastenal	Bridge & Culvert Supplies	\$278.40	
Dover Brake	Repairs/Parts	\$760.76	
Young Truck Sales	Repairs/Parts	\$2,309.61	
Advance Auto Parts	Repairs & Parts	\$37.80	
Ag-Pro Ohio	Repairs/Parts	\$41.90	
Asphalt Materials	Mat’l per bid	\$51,139.02	
Tatman’s Excavating	Oils & Greases	\$2,305.60	
National Lime & Stone	Mat’l per bid	\$1,330.19	
Tailored Trim	Repairs/Parts	\$165.00	
Trackside Overhead Doors Inc.	Garage Door Parts	\$910.00	
John Deere	Repairs/Parts	\$1,220.14	
Boontown Sprayer Shop LLC	Pump for Brine Tank PW	\$2,347.85	
Lambert Buick GMAC	Purchase of 2022 DMC 2500 HD	\$48,205.00	
Peterman Plumbing	Plumbing Services	\$271.37	
			\$111,322.64

Human Resources

Harris Computer Systems	License for HR Manager	\$123.25	
Harris Computer Systems	HR License for Uniface Software	\$43.15	

Harris Computer Systems	HR Manager – Uniface Software	\$26.87	
Krugliak, Wilkins, Griffiths & Dougherty	HR Legal Services	\$323.00	
Krugliak, Wilkins, Griffiths & Dougherty	Employment Law Seminar	\$120.00	
			\$636.27
Job & Family Services			
Tyler & Holly Mummert	FP Reimbursements	\$61.25	
Denny & Ashley Miller	FP Reimbursements	\$310.58	
Melvin & Verna Yoder	FP Reimbursements	\$100.66	
Leon & Clarie Miller	FP Reimbursements	\$29.09	
Luke & Megan Kneuss	FP Reimbursements	\$53.75	
Ronald & Denise Tedrick	FP Reimbursements	\$147.00	
Ashley & Robert Bunton Jr	FP Reimbursements	\$193.88	
Jacob & Marilyn Miller	FP Reimbursements	\$140.80	
Joshua & Elizabeth Renner	FP Reimbursements	\$214.79	
Benjamin & Emily Lippert	FP Reimbursements	\$57.25	
David & Marybeth Miller	FP Reimbursements	\$72.42	
Kurtis & Samantha Ponting	FP Reimbursements	\$175.86	
Paul & Desiree Runyon	FP Reimbursements	\$150.00	
David Haverfield	Reimb/Training Supplies	\$17.00	
Interpreters XP	Interpreters	\$943.75	
Clear Communications	Interpreter	\$414.00	
Tusc Co Health Dept	Birth Certificates	\$175.00	
Ivan & Emma Keim	Water Sample Test	\$53.00	
Wayne & Shanon Matsel	IV-E & Non-IV-E Daycare	\$984.00	
Twin City Kids LLC	IV-E Daycare	\$782.92	
Through the Years Child Center	IV-E Daycare	\$736.00	
Goodwill Industries of Greater CLE	FACES/Parenting	\$2,950.00	
Columbia Gas	Ohio Start	\$116.69	
American Electric Power	Service	\$336.31	
John Reed	FACES/Beds	\$1,370.00	
Dr Nicholas Varrati MD	Drug Screens	\$398.00	
T & G Youth Services	FACES/Mentoring	\$350.00	
M-n-M Visitation Services	Visitation	\$2,200.00	
Tyler & Holly Mummert	FP Training Stipend	\$15.00	
Monique Bailey	FP Training Stipend	\$120.00	
Sean & Alisha Ketchum	Transportation	\$138.00	
Ashley & Robert Bunton Jr	Transportation	\$81.60	
MR Cooper	Ohio Start	\$839.71	
Treasurer of State OH	Fingerprints	\$743.00	
Angel Lukco	Independent Living/Rent & Deposit	\$1,300.00	
Tammy White	FACES/Daycare	\$600.00	
Treasurer State of OH	Fingerprints	\$803.25	
Menards	CSBP Incentive	\$150.35	
Business Card	UHAUL Rental/FC Move	\$174.48	
Tusc Co Health Dept	Birth Certificates	\$100.00	
Society for Equal Access	Transportation	\$56,873.53	
Enterprise FM Trust	Fleet Payment	\$3,634.66	
YMCA of Western Stark Co	IV-E Daycare	\$3,063.65	
Tusc Co Water & Sewer	Pump Station Maintenance	\$150.00	
Advance Auto Parts	Agency Car Supplies	\$58.28	
Menards	Refrigerator/CMII	\$389.00	
Menards	Maintenance Supplies	\$256.45	
Business Card	Conf Calls/Storage/ADOBE/Web Host	\$617.84	
Tuscora Electric	Phone Wire	\$151.00	

Tusc Co Commissioners	Cost Allocation	\$3,522.77	
Ashley & Robert Bunton Jr	Transportation	\$61.20	
Heather Morris	Travel	\$19.28	
Sean & Alisha Ketchum	Transportation	\$42.00	
Paul & Desiree Runyon	Transportation	\$3.00	
Tusc Co Commissioners	Cost Allocation	\$8,843.45	
Frontier	Fire Lines	\$116.36	
Tusc Co Commissioners	Rent & Utilities	\$4,485.39	
Wayne Garage Door	Repairs	\$252.50	
Graphic Enterprises	Copier Contract	\$500.00	
Language Line Services	Interpreter	\$43.75	
ODP Business Solutions	Supplies	\$42.72	
Heritage Country Store	Supplies	\$39.25	
Peedee Management	COVID PRC Rent	\$1,000.00	
American Electric Power	FACES Electric Bill	\$628.19	
Capital One	FACES	\$1,567.91	
Village of Gnadenhutten	Ohio Start	\$232.90	
David Kinsey	Ohio Start	\$1,350.00	
Dave Davis	Kinship	\$1,500.00	
			\$109,112.01
Park Department			
Marsha Freeland	Reimb/Supplies	\$66.29	
AG-PRO Ohio	John Deere Tire	\$70.86	
Bakersville Garage	Materials/Supplies	\$457.14	
Piedmont Gas	Utility	\$6.82	
			\$601.11
Prosecutor			
Interpreters XP LLC	Interpretation Services	\$250.00	
			\$250.00
Public Defender			
American Electric Power	Service	\$626.29	
Cargnel's Cleaning	Services	\$500.00	
TIAA Commercial Finance	Copier Contract	\$241.94	
			\$1,368.23
Recorder			
Lori Smith	Dymo Labels	\$180.53	
			\$180.53
Sheriff			
Oak Shadows Kennel Plus	K9 Boarding	\$399.00	
Erwin Septic Service	Clean/Maint. Grease Traps	\$340.00	
Protegis Fire & Safety	Hood Inspection Maintenance	\$1,070.00	
New Philadelphia Fire Department	Inmate Medical Transportation	\$182.00	
Elite Tire Dover Inc.	Cruiser Repairs	\$3,262.26	
			\$5,253.26
Southern Court			
American Electric Power	Service	\$737.80	
Alcohol Monitoring	GPS/Alcohol	\$480.41	
Quill	Supplies	\$442.22	
Navitas Credit	Service Contract	\$412.20	
Quill	Supplies	\$553.55	
			\$2,626.18
Treasurer			
Harris Computer Systems	Software Support	\$620.90	
Jeff Mamarella	Travel	\$102.00	
			\$722.90
Water/Sewer			
120 Water Audit Inc	Lead Service Line Inventory Work	\$23,330.00	

JA's Auto Service	2009 #09-11 ABS Module	\$281.94	
Staufer Manufacturing Co.	First Aid Kits	\$17.35	
Charles Rewinding	Port Main Pump #1 Repair	\$3,271.31	
Charles Rewinding	Port Main Pump #1 Repair	\$2,417.69	
National Lime & Stone Company	#57 Limestone	\$208.10	
Twin City Water & Sewer Disposal	Sewage Disposal	\$5,875.21	
Frontier	Telephone Service	\$44.36	
Smart Bill	Customer Billing	\$2,251.26	
Charles Rewinding	PW Wood Street Pump #2 Repair	\$3,788.00	
			\$41,485.22
	GRAND TOTAL		\$353,704.79

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

NOTE: Commissioner Abbuhl thanked Kristin Zemis, commissioner candidate, and Nick McMillen, news reporter for attending the meeting.

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (710-2022) ADJOURN


It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 1:07 p.m. to meet in Regular Session, Monday, the 29th day of August, 2022.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;


We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.




Chris Abbuhl



Kerry Metzger



Al Landis

Attest: 
Acting Clerk