

St. Clairsville, Ohio

November 10, 2020

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

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$739,115.88

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0021-A002-E02.002 Salaries	E-0021-A002-E03.000 Supplies	\$45,034.00
E-0021-A002-E08.003 PERS	E-0021-A002-E03.000 Supplies	\$171.64
E-0082-A002-C20.010 Supplies	E-0082-A002-C31.002 Salaries-Employees	\$1,708.20
E-0082-A002-C20.010 Supplies	E-0082-A002-C36.003 PERS	\$500.00
E-0082-A002-C38.000 Other Expenses	E-0082-A002-C31.002 Salaries-Employees	\$314.41

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 02, 2020****

S70 CAPITAL OUTLAY/SSOBC

E-5005-S070-S16.000	Food	\$75,000.00
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****NOVEMBER 05, 2020****

S54 MEDIATION SERVICES/COMMON PLEAS

E-1544-S054-S01.002	Salaries	\$2,000.00
E-1544-S054-S02.003	PERS	\$270.00

****NOVEMBER 10, 2020****

A00 GENERAL FUND

E-0051-A001-A03.010	Supplies	\$401.40
E-0051-A001-A20.010	Equipment	\$1,190.42
E-0051-A001-A28.000	Other Expenses	\$123.96
E-0057-A006-F08.000	Other Expenses	\$2,290.92
E-0257-A017-A00.000	Contingencies	\$183,342.32

S33 JUVENILE DETENTION CENTER/SARGUS

E-0910-S033-S33.002	Salaries	\$93,000.00
E-0910-S033-S47.006	Hospitalization	\$49,783.38

Y41 INDIGENT APPLICATION FEES/AUDITORS

E-9841-Y041-Y01.000	Remit to State	\$338.60
E-9841-Y041-Y02.000	Remit to County	\$1,354.40

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR OCTOBER, 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of October 2020.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,131.98
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	963.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,233.14
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,450.84
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	386.40
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,642.52
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,686.53
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,608.85

9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,083.12
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	638.30
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,619.18
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,921.70
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,768.24
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,479.76
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6,636.40
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,805.34
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	22,620.87
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	1,538.71
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,126.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,830.97
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,435.63
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,241.81
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.01
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	746.08
			105,614.74
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,496.55
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,412.18
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	65.92
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	734.50
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	493.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	602.90
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	872.46
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	483.80
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	882.58
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	89.60
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	235.22
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,377.90
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	71.70
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	38.74
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,801.05
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	1,952.86
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,077.65
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,783.06
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,048.80
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,638.34
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,597.85
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,052.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,364.74
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	620.22
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	

M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	1,055.45
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	718.49
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,437.00
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	16,583.78
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,758.61
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,400.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,184.09
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,104.42
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,435.80
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	806.78
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	673.08
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	36,222.68
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	18,977.11
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,010.36
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	489.80
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	602.18
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	129.36
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,024.29
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	339.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	484.62
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	1,252.97
			315,253.69

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/ANIMAL SHELTER-\$2,090.92** deposited into R-0057-A006-A01.500 balance available as of 10/31/2020 (*General donations paid in on various dates in October 2020*)

\$200.00 deposited into R-0057-A006-A03.500 balance available as of 10/31/2020 (*Adoption fees paid in on various dates in October 2020*)

GENERAL FUND/REIMBURSEMENT COVID 19-The following was deposited into R-0050-A000-A46.500 on November 5, 2020:

\$183,342.32 Shortfall for SARGUS, directly correlated to a population decrease caused by the ongoing pandemic

\$123.96 Items purchased to give the ability for public individuals to attend weekly Commissioners meeting via video conferencing

\$401.40 Items purchased to give employees the ability to work remotely, decreasing the spread of COVID 19

\$1,190.42 Items purchased to give employees the ability to work remotely, decreasing the spread of COVID 19

\$185,058.10 TOTAL

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated November 10, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:

The following changes has been made to the Board's regular meeting schedule:

- TUESDAY, November 24, 2020 at 9:00 a.m. instead of Wednesday, November 25, 2020, due to the Thanksgiving holiday.

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 4, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION
OF AN UNNAMED ALLEY
WHEELING TWP. SEC.7, T-8, R-4/RD IMP 1179**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the following Public Road Petition for the vacation of an unnamed alley located in Wheeling Township, Sec. 7, T-8, R-4 and recorded in Cabinet B Slide 340 in the Belmont County Recorder’s office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1179 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITH PETITION
Belmont County, Ohio**

**October 13, 2020
IMP- 1179**

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of An Unnamed Alley in Midway (Cab B Slide 340) Wheeling Twp. Sec.7, T-8, R-4.

A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning at the intersection of Main Street (Township Rd 1170) and Unnamed Alley going 200.02 feet in a north western direction to the junction of Township Rd 1174 (Alley) in the width of 12 feet.

PUBLIC ROAD PETITION

<u>NAME (SIGN & PRINT)</u>	<u>TAX MAILING ADDRESS (PLEASE PRINT)</u>
<u>Allan P. Gereg /s/</u>	<u>48631 Fairpoint Maynard Rd.</u>
<u>Allan P. Gereg</u>	<u>St. Clairsville, OH 43950</u>
<u>Linda L. Gereg /s/</u>	<u>48631 Fairpoint Maynard Rd.</u>
<u>Linda L. Gereg</u>	<u>St. Clairsville, OH 43950</u>
<u>Kristopher Gereg /s/</u>	<u>48641 Fairpoint Maynard Rd.</u>
<u>Kristopher Gereg</u>	<u>St. Clairsville, OH 43950</u>
<u>Ryan Robson /s/</u>	<u>71581 Main Street</u>
<u>Ryan Robson</u>	<u>St. Clairsville, OH 43950</u>
<u>Paul W. Klan /s/</u>	<u>71577 Main St. Midway</u>
<u>Paul W. Klan</u>	<u>St. Clairsville, Ohio 43950</u>
<u>Janet G. Klan /s/</u>	<u>71577 Main St. Midway</u>
<u>Janet G. Klan</u>	<u>St. Clairsville, OH 43950</u>
<u>Ashley Springer /s/</u>	<u>48551 Stonehouse Rd.-Midway</u>
<u>Ashley Springer</u>	<u>St. Clairsville, OH 43950</u>
<u>Tracy Androsko</u>	<u>48599 Center St. Midway</u>
<u>Tracy Androsko /s/</u>	<u>St. Clairsville, OH 43950</u>
<u>Dawn Schoolcraft</u>	<u>48653 Dewey Ave.</u>
<u>Dawn Schoolcraft /s/</u>	<u>St. Clairsville, OH 43950</u>
<u>Jeffrey P. Kanyuch</u>	<u>48411 Fairpt/Maynard Rd</u>
<u>Jeffrey P. Kanyuch /s/</u>	<u>St. Clairsville, OH 43950</u>
<u>Liz Kanyuch</u>	<u>48411 Fairpoint Maynard Rd.</u>
<u>Liz Kanyuch /s/</u>	<u>St. Clairsville, OH 43950</u>
<u>Bill Androsko /s/</u>	<u>48640 Center St. Midway</u>
<u>Bill Androsko</u>	<u>St. Clairsville, OH 43950</u>
<u>Zachery Cargnel /s/</u>	<u>71465 Main St. Lot #13</u>
<u>Zachery Cargnel</u>	<u>St. Clairsville, Oh 43950</u>
<u>Thomas E. Scott /s/</u>	<u>71505 Main St.</u>
<u>Thomas E. Scott</u>	<u>St. Clairsville OH 43950</u>
<u>Wayne Harding /s/</u>	<u>48619 Center St. Midway</u>
<u>Wayne Harding</u>	<u>St. Clairsville Ohio 43950</u>
<u>G. Richard Gacek Jr. /s/</u>	<u>48118 Sloans Run Rd.</u>
<u>G. Richard Gacek Jr.</u>	<u>St. Clairsville OH 43950</u>
<u>Walter W. Lyle II /s/</u>	<u>71239 Dudek Subdivision Rd.</u>
<u>Walter W. Lyle II</u>	<u>St. Clairsville, OH 43950</u>
<u>Shane Holstein /s/</u>	<u>70078 Bannock Uniontown Rd</u>
<u>Shane Holstein</u>	<u>St. Clairsville, OH 43950</u>
<u>Roseann Falcone /s/</u>	<u>48675 Dewey Ave.</u>
<u>Roseann Falcone</u>	<u>St. Clairsville, OH 43950</u>
<u>Thomas Falcone /s/</u>	<u>48675 Dewey Ave.</u>

<u>Thomas Falcone</u>	<u>St. Clairsville, Ohio 43950</u>
<u>Shawn Schoolcraft /s/</u>	<u>48653 Dewey Ave.</u>
<u>Shawn Schoolcraft</u>	<u>St. Clairsville, OH 43950</u>
<u>Alice Holstein /s/</u>	<u>48651 Maple Lane</u>
<u>Alice Holstein</u>	<u>St. Clairsville, Ohio 43950</u>
<u>Ronald L. Holstein /s/</u>	<u>48651 Maple Lane</u>
<u>Ronald L. Holstein</u>	<u>St. Clairsville, OH 43950</u>

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF AN UNNAMED ALLEY

Office of County Commissioners

WHEELING TWP. SEC.7, T-8, R-4/RD IMP 1179

Belmont County, Ohio

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice

Thereof on Public Road Petition

Rev. Code, Sec. 5553.05

RD. IMP. 1179

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 10th day of November, 2020 at the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Echemann
Mr. Meyer

Mr. Dutton moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate an unnamed alley, Wheeling Township, Section 7, T-8, R-4.

RESOLVED, That the 2nd day of December, 2020 at 12:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 9th day of December, 2020, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted November 10, 2020

Bonnie Zuzak /s/
Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING

PUBLIC ROAD (by publication)

Rev. Code, Sec., 5553.05

ROAD IMP. # 1179

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of an unnamed alley located in Wheeling Twp. Sec. 7, T-8, R-4, a public road, the general route and termini of which Road are as follows:

Beginning at the intersection of Main Street (Township Rd 1170) and
 Unnamed Alley going 200.02 feet in a north western direction to the junction of
 Township Rd 1174 (Alley) in the width of 12 feet.

Said Board of County Commissioners has fixed the 2nd day of December, 2020, at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 9th day of December, 2020, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
 Belmont County, Ohio

Bonnie Zuzak /s/
 Bonnie Zuzak, Clerk

ADV. TIMES LEADER (2) Mondays – November 23, 2020 and November 30, 2020

IN THE MATTER OF APPROVING A PROPOSAL FROM PROFESSIONAL SERVICE INDUSTRIES, INC/DIVISIONAL COURTS BUILDING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign a proposal from Professional Service Industries, Inc., to provide construction materials testing and inspection services on the asphalt area at the Divisional Courts building in the estimated amount between \$6,500.00 to \$9,500.00.

Upon roll call the vote was as follows:

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

Mr. Dutton said this is regarding a follow-up on geotechnical work on the driveway. Testing will be done to make sure it is stable.

RECESS

9:30 Jeff Felton, Director, Belmont County Dept. of Job and Family Services
Re: National Adoption Month Proclamation

Present: Jeff Felton and staff Christine Parker, John LaRoche and Nicole Couch

Mr. Felton said they finalized twelve adoptions so far this year and there will be one more finalized by the end of the year. Seven is the average number of adoptions done in a year. He said there are thirty-nine children in foster care, seventeen of them are able to be adopted. The ages range from one to seventeen years old. There are currently thirty-eight families that can foster children. Mr. Felton explained the process to become a foster family involves pre-service training, home inspection and background and reference checks. Mr. Felton thanked the Board of Commissioners for their support and the residents of Belmont County for supporting the levies.

IN THE MATTER OF ADOPTING THE PROCLAMATION DESIGNATING NOVEMBER AS NATIONAL ADOPTION MONTH

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation designating November as National Adoption Month.

Proclamation

“NATIONAL ADOPTION MONTH”

WHEREAS, the theme for November 2020 is “National Adoption Month – Engage Youth: Listen and Learn”; and
WHEREAS, in Belmont County, 39 children live in foster homes or other out-of-home placement settings; and
WHEREAS, 17 of these children are available to be adopted and 12 of them being matched with their current foster families; and
WHEREAS, there have been 12 children adopted this year; and
WHEREAS, current foster families have been the primary source of providing permanent families to children; and
WHEREAS, adoption enriches the lives of both children and the families who welcome them; and
WHEREAS, providing an older child with lifelong positive connections is one of life’s most treasured gifts; and
WHEREAS, profiles of older youth in need of forever families can be found at FosterAndAdopt.jfs.ohio.gov/profiles; and
WHEREAS, the Belmont County Department of Job and Family Services, along with other public and private child caring agencies throughout the state, work diligently in search of safe, stable, permanent homes for Ohio’s most vulnerable children; and
WHEREAS, it takes 100% Heart to Foster and Adopt in Ohio; and
WHEREAS, all citizens are encouraged to celebrate this worthy occasion and continue to open their hearts and homes to our children in foster care who are waiting to be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners do hereby designate November 2020 as “NOVEMBER ADOPTION MONTH” throughout the County of Belmont.

Adopted this 10th day of November, 2020.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____

Josh Meyer /s/ _____

Upon roll call the vote was as follows:

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

RECESS

Rob Sproul, Deputy Health Commissioner (via phone)

Re: COVID-19 Update

Mr. Sproul said they are getting a large number of new cases and contacts. They are hiring another contact tracer, they need to go through training classes before starting to make calls. There have been 1,258 positive cases, 751 recoveries, 473 are in isolation, seven are hospitalized and 27 deaths. He said hospitals are getting concerned they may be short staffed due to staff getting the virus. The hospitals may look at stopping elective services. Mr. Sproul said the state is pushing each county to develop a defense team. He said the vaccine is looking to be 99% effective.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:08 A.M

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

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no motions or business for the board to consider at this time.

RECESS

Reconvened Thursday, November 12, 2020 at 10:45 a.m. Present: Commissioners Dutton, Echemann and Meyer and Clerk Bonnie Zuzak

Mr. Dutton said we are reconvening to address a few motions that have been brought before the board. We originally had kept the meeting open in order to reconvene on Monday, November 16 for departmental budget hearings. While the meeting was still open some actions have come before the board.

IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER WITH DINSMORE & SHOHL, LLP, TO ACT AS BOND COUNSEL FOR THE NOT TO EXCEED \$45,509,000 WATER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for not to exceed \$45,509,000 Water System Improvement and Refunding Revenue Bonds, Series 2020 of the County of Belmont, Ohio.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF \$45,509,000 WATER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS OF THE COUNTY OF BELMONT, OHIO FOR THE PURPOSES OF REFUNDING CERTAIN GENERAL OBLIGATION BONDS AND NOTES AND INTERIM LOANS PREVIOUSLY ISSUED OR INCURRED FOR THE PURPOSE OF PAYING PART OF THE COST OF CERTAIN WATER SYSTEM IMPROVEMENTS IN THE BELMONT COUNTY WATER & SEWER DISTRICT AND PAYING ADDITIONAL COSTS OF SUCH IMPROVEMENTS; PRESCRIBING THE FORMS OF SAID BONDS; PROVIDING FOR THE COLLECTION OF SUFFICIENT REVENUES TO PAY THE COSTS OF OPERATING AND MAINTAINING SUCH SYSTEM, ADEQUATE RESERVE FUNDS AND THE PAYMENT OF SUCH BONDS; PROVIDING FOR THE SECURITY AND THE PAYMENT OF SUCH BONDS AND ANY ADDITIONAL BONDS ISSUED ON A PARITY THEREWITH; PROVIDING FOR THE SEGREGATION AND DISTRIBUTION OF REVENUES OF SUCH SYSTEM AND THE RIGHTS OF THE OWNERS OF SUCH BONDS; AND AUTHORIZING AN ESCROW TRUST AGREEMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of \$45,509,000 Water System Improvement and Refunding Revenue Bonds of the County of Belmont, Ohio, for the purposes of refunding certain general obligation bonds and notes and interim loans previously issued or incurred for the purpose of paying part of the cost of certain Water System Improvements in the Belmont County Water & Sewer District and paying additional costs of such improvements; prescribing the forms of said bonds; providing for the collection of sufficient revenues to pay the costs of operating and maintaining such system, adequate reserve funds and the payment of such bonds; providing for the security and the payment of such bonds and any additional bonds issued on a parity therewith; providing for the segregation and distribution of revenues of such system and the rights of the owners of such bonds; and authorizing an escrow trust agreement.

ENTERED IN COMMISSIONERS' JOURNAL
NO. 103 PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 10:45 o'clock a. m., on Thursday, November 12, 2020, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Dutton _____ Mr. Echemann _____ Mr. Meyer _____

Absent: _____

There was presented to the Board a Certificate as To Maximum Maturity of Bonds signed by the County Auditor.

Mr. Dutton moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE ISSUANCE OF \$45,509,000 WATER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS OF THE COUNTY OF BELMONT, OHIO FOR THE PURPOSES OF REFUNDING CERTAIN GENERAL OBLIGATION BONDS AND NOTES AND INTERIM LOANS PREVIOUSLY ISSUED OR INCURRED FOR THE PURPOSE OF PAYING PART OF THE COST OF CERTAIN WATER SYSTEM IMPROVEMENTS IN THE BELMONT COUNTY WATER & SEWER DISTRICT AND PAYING ADDITIONAL COSTS OF SUCH IMPROVEMENTS; PRESCRIBING THE FORMS OF SAID BONDS; PROVIDING FOR THE COLLECTION OF SUFFICIENT REVENUES TO PAY THE COSTS OF OPERATING AND MAINTAINING SUCH SYSTEM, ADEQUATE RESERVE FUNDS AND THE PAYMENT OF SUCH BONDS; PROVIDING FOR THE SECURITY AND THE PAYMENT OF SUCH BONDS AND ANY ADDITIONAL BONDS ISSUED ON A PARITY THEREWITH; PROVIDING FOR THE SEGREGATION AND DISTRIBUTION OF REVENUES OF SUCH SYSTEM AND THE RIGHTS OF THE OWNERS OF SUCH BONDS; AND AUTHORIZING AN ESCROW TRUST AGREEMENT.

WHEREAS, the County of Belmont, Ohio (the "Issuer") has heretofore established a sanitary sewer district known as the Belmont County Water & Sewer District (the "District"), and has heretofore acquired and constructed a water supply, treatment, storage and distribution system in the District (which system, along with any enlargements and extensions thereof is referred to herein as the "System"); and

WHEREAS, the Issuer has established water rates, charges and rents to be charged to and collected from all persons whose premises are served by a connection to the System (such rates, charges and rents, as amended from time to time, and all other revenues derived from the Issuer's ownership or operation of the System and from all services, properties and facilities of the System, or otherwise arising out of operation of the System, whether or not recurring, are collectively referred to herein as the "Revenues"); and

WHEREAS, the Revenues are designed and intended to provide an amount, after the payment of costs of operating and maintaining the System, sufficient for the payment of principal of and interest on (the "Bond Service Charges") obligations incurred and to be incurred in connection with the System (including the water system revenue bonds authorized hereby) and the provision of adequate reserves; and

WHEREAS, the Issuer has previously issued its (i) Water System Refunding Bonds, Series 2014 dated April 24, 2014 (the "Series 2014 Bonds"), (ii) Various Purpose Refunding Bonds, Series 2016, dated May 18, 2016 (the "Series 2016 Bonds" and together with the Series 2014 Bonds, the "Prior Bonds"), (iii) Water System Improvement Bond Anticipation Notes, Sixth (2020) Renewal, dated April 15, 2020 (the "Series 2020A Notes"), and (iv) Water System Improvement Bond Anticipation Notes, Series 2020, dated August 26, 2020 (the "Series 2020B Notes" and together with the Series 2020A Notes, the "Prior Notes"; the Prior Notes together with the Prior Bonds are collectively referred to herein as the "Prior Obligations"), in all cases, as general obligations of the Issuer for the purpose, in part, of refunding certain previous obligations of the Issuer issued to finance improvements to the System; and

WHEREAS, the Board of County Commissioners of the Issuer (the "Board") has heretofore determined the necessity of acquiring and constructing additional improvements to the System consisting

of a new water treatment plant, water-main replacements, Little McMahan Creek pump station, AMI (meter reading) systems, and an addition to the existing maintenance building (collectively, the "Project") and has obtained a loan from the Ohio Water Development Authority to pay part of the costs thereof (the "Interim Loan"), and such Project shall further the purpose of preserving and promoting the public health and welfare, in accordance with plans and designs which have been accepted and approved by the Board and are now on file in the office of the Board and open for public inspection; and

WHEREAS, this Board, after due investigation, has determined to (i) retire the Interim Loan and pay additional costs of the Project, (ii) refund the Prior Obligations which will result in interest cost savings accruing to the Issuer and the users of the System, from the proceeds of five grants in the aggregate amount of \$19,487,000 (collectively, the "Project Grant") from the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture (the "Government"), and five loans from the Government in the form of water system revenue bonds of the Issuer in the aggregate principal amount of \$45,509,000 (collectively, the "Government Loan"), which bonds are to be secured by a first pledge of and lien on the Revenues as described herein, and (iii) provide capitalized interest for the bonds, if necessary; and

WHEREAS, the Government has agreed to purchase such water system revenue bonds upon the terms set forth herein; and

WHEREAS, this Board finds all conditions precedent to the issuance and sale of the herein-authorized water system revenue bonds have been met or can be met prior to the closing of such bond issue; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio, that:

SECTION 1. It is necessary to issue and sell \$45,509,000 of water system revenue bonds of the Issuer (the "Series 2020 Bonds") pursuant to Chapters 133 and 6103 of the Ohio Revised Code (together, the "Act"), and particularly Sections 133.08 and 133.34(B) thereof in the aggregate principal amount of \$45,509,000 having the terms provided herein, the proceeds to be used for the purposes of (i) refunding the Prior Obligations, (ii) retiring the Interim Loan, (iii) providing capitalized interest for the bonds, if necessary, and (iv) paying additional costs

of the Project and purposes incidental thereto and incidental to the issuance of the Series 2020 Bonds and for such other purposes as may be described herein.

SECTION 2. This Board hereby declares that the period of usefulness of the Project to be financed pursuant to this resolution is at least forty (40) years from the date of completion of said improvements. All actions of the Board and the Issuer, its officers and employees in connection with the application for, acceptance of and expenditure of the proceeds of, the Interim Loan, the Government Loan, the Government Grant and the Prior Obligations are hereby approved, ratified and confirmed.

SECTION 3. The Series 2020 Bonds of each series shall be issued in fully registered form without interest coupons, shall be in the denominations of \$100 or integral multiples thereof, and shall be dated the date of initial issuance. There shall be no charge for registration or transfer of the Series 2020 Bonds. The Series 2020 Bonds shall be in the initial aggregate principal amount of \$45,509,000, and shall be issued as five series of parity Series 2020 Bonds: (i) one in the principal amount of \$9,609,000, numbered from AR-1 upward in order of issuance and designated the "Series A Bonds", (ii) one in the principal amount of \$9,500,000, numbered from BR-1 upward in order of issuance and designated the "Series B Bonds", (iii) one in the principal amount of \$9,300,000, numbered from CR1 upward in order of issuance and designated the "Series C Bonds", (iv) one in the principal amount of \$9,100,000, numbered from DR-1 upward in order of issuance and designated the "Series D Bonds", and (v) one in the principal amount of \$8,000,000, numbered from ER-1 upward in order of issuance and designated the "Series E Bonds". With the Government purchasing all of the Series 2020 Bonds, the Series A Bonds shall be initially issued as a single Bond in the denomination of \$9,609,000, the Series B Bonds shall be initially issued as a single Bond in the denomination of \$9,500,000, the Series C Bonds shall be initially issued as a single Bond in the denomination of \$9,300,000, the Series D Bonds shall be initially issued as a single Bond in the denomination of \$9,100,000, and the Series E Bonds shall be initially issued as a single Bond in the denomination of \$8,000,000, in each case registered as to both principal and interest in the name of "United States of America, acting through the Rural Utilities Service, United States Department of Agriculture" or as otherwise directed by the Government.

The Series 2020 Bonds shall be negotiable instruments. The Series 2020 Bonds shall be registered on the books of the Issuer kept for that purpose by the County Auditor of the Issuer, as bond registrar (the "Bond Registrar") upon presentation thereof, which registration shall be noted thereon by the Bond Registrar, and no transfer shall be valid unless made on said books and on the Series 2020 Bond transferred.

The outstanding principal amount of the Series 2020 Bonds from time to time shall bear interest at the rate of one and twenty-five hundredths percent (1.25%) per annum calculated on the basis of the actual number of days and a 365 day year. If the total par value of any Series 2020 Bond is not paid by the Government to the Issuer at the time of delivery thereof, any such par value shall be advanced to the Issuer in one or more installments upon the request of the Issuer, and interest shall accrue on the amount of each such advance from its actual date. The interest on the Series 2020 Bonds shall be payable annually on dates to be set forth in the Series 2020 Bonds, until the final payment of the principal amount of each Series 2020 Bond. The principal of the Series 2020 Bonds shall be due and payable in installments as set forth in Section 4 of this resolution.

The Bond Service Charges on the Series 2020 Bonds shall be payable by check or draft mailed to the registered holder at the address shown on the registration books of the Issuer. Upon the final payment of principal of each Series 2020 Bond, the registered holder shall cancel the Series 2020 Bond and return it to the Issuer. So long as any of the Series 2020 Bonds remain outstanding, the Issuer will maintain and keep at the office of the Series 2020 Bond Registrar, books for the registration and transfer of Series 2020 Bonds as provided in this resolution. The person in whose name any Series 2020 Bonds shall be registered on the registration books of the Issuer shall be regarded as the absolute owner thereof for all purposes of this resolution and payment of or on account of the Bond Service Charges on any Series 2020 Bonds shall be made only to or upon the order of such person or persons authorized by a power of attorney in such form as shall be satisfactory to the Series 2020 Bond Registrar, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary, but such registration may be changed as provided herein. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2020 Bonds, including the interest thereon, to the extent of the amount or amounts so paid. In the event the Series 2020 Bonds are held by other than the Government, the Issuer may contract in accordance with Section 9.96, Ohio Revised Code, for services of a paying agent, Series 2020 Bond registrar and/or transfer agent for the Series 2020 Bonds.

The Series 2020 Bonds shall be subject to redemption by the Issuer, at its option at any time and from time to time prior to maturity, in whole or in part in integral multiples of \$100, at par plus accrued interest; provided that any partial redemption shall be applied in inverse order of maturity to such series having the latest outstanding maturity and otherwise as the Issuer shall determine, at par plus accrued interest upon thirty (30) days' notice given to the registered holder thereof by certified mail.

Upon such redemption of less than the entire unpaid principal amount of an outstanding Series 2020 Bond, the principal amount so redeemed shall be noted on Schedule "A" attached thereto and will cease to bear interest on the date fixed for redemption.

The Series 2020 Bonds shall be signed by at least two members of the Board and by the County Auditor, provided that all but one of such signatures may be facsimiles. Any authority, officer or board which hereafter succeeds, by operation of law, to the powers and duties of the Board or the County Auditor shall be deemed included in the applicable official designation while having such powers and duties.

The Issuer shall upon request of the holder of any Series 2020 Bond other than the Government, at any time at the expense of such holder, and within ninety (90) days after such request, exchange Series 2020 Bonds for Series 2020 Bonds of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates, as the Series 2020 Bonds being exchanged. The Issuer shall upon the request of the Government, at any time at the expense of the Issuer, and within ninety (90) days after such request, exchange the Series 2020 Bond for Series 2020 Bonds of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, bearing interest at the same rate, and maturing on the same date or dates as, the Series 2020 Bond being exchanged. Series 2020 Bonds shall be so exchanged only for and upon surrender to the Paying Agent and Registrar of the corresponding Series 2020 Bond or Bonds being exchanged which shall then immediately be cancelled by the Paying Agent and Registrar. The Series 2020 Bonds shall be transferable, without charge to the holder, only on the registration books of the Issuer upon presentation to the Paying Agent and Registrar with a written transfer duly acknowledged by the registered holder or such holder's attorney and such transfer to be noted on the registration records of the Issuer and on the respective Series 2020 Bond, provided that no such transfer shall be permitted until the entire principal amount of such Series 2020 Bond has been disbursed to the Issuer by the purchaser of such Series 2020 Bond.

SECTION 4. The form and tenor of the Series A Bonds shall be substantially as follows:

[Form of Series A Bond]
AR-____

REGISTERED	UNITED STATES OF AMERICA STATE OF OHIO COUNTY OF BELMONT, OHIO	REGISTERED
WATER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2020, SERIES A		

KNOW ALL MEN BY THESE PRESENTS, that the County of Belmont, Ohio (the "Issuer"), for value received, hereby promises to pay, from the revenues and in the manner hereinafter set forth to the registered holder, but only out of the special utility fund as herein provided, the principal sum of NINE MILLION SIX HUNDRED NINE THOUSAND Dollars (\$9,609,000) in installments on the first day of December of the years in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of debts due the United States of America, according to the following schedule

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$10,000	2041	\$243,800
2022	192,500	2042	246,700

2023	194,900	2043	249,900
2024	197,300	2044	253,000
2025	199,800	2045	256,200
2026	202,300	2046	259,300
2027	204,900	2047	262,600
2028	207,400	2048	265,900
2029	209,900	2049	269,200
2030	212,700	2050	272,600
2031	215,200	2051	276,000
2032	218,000	2052	279,400
2033	220,700	2053	282,900
2034	223,400	2054	286,500
2035	226,200	2055	290,000
2036	229,100	2056	293,700
2037	231,900	2057	297,300
2038	234,800	2058	301,100
2039	237,800	2059	304,800
2040	240,700	2060	308,600

and to pay the registered holder hereof in the manner hereinafter set forth, by check or draft, interest on the balance of said principal sum from time to time remaining unpaid in like coin or currency at the rate of one and twenty-five hundredths percent (1.25%) per annum on the basis of the actual number of days and a 365 day year annually on the first day of _____ in each year commencing _____ 1, 2021, until the principal amount has been paid to the holder as shown on the registration books of the Issuer. The principal of and interest on this bond are payable by check or draft mailed to the registered holder hereof at the address shown on the registration books of the Issuer. Upon the final payment of principal of this bond, the registered holder shall cancel this bond and return it to the Issuer. This bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date hereof.

This bond may be called for redemption by the Issuer, at its option at any time and from time to time prior to maturity, in whole or in part in integral multiples of \$100, at par plus accrued interest; provided that any partial redemption shall be applied in inverse order of maturity to such series having the latest outstanding maturity and otherwise as the Issuer shall determine. Thirty (30) days' redemption notice shall be given to the registered holder by certified mail. All installments as to which the Issuer exercises its right of redemption and as to which notice aforesaid shall have been given and for the retirement of which funds are duly provided and noted on Schedule "A" attached hereto, will cease to bear interest on the date fixed for redemption.

This bond is one of a duly authorized issue of bonds aggregating \$45,509,000 in principal amount, dated as of _____, 2020 and issued by the Issuer in full compliance with the Constitution and statutes of the State of Ohio, particularly Chapters 133 and 6103 of the Ohio Revised Code, and particularly Sections 133.08 and 133.34(B) thereof, and a resolution duly adopted by the Board of County Commissioners of the Issuer on _____, 2020 (the "Resolution"), a copy of which is on file in the office of the Clerk of the Board of County Commissioners of the Issuer, the terms and conditions of which, the registered owner hereof, by its acceptance hereof, assents. The bonds are being issued for the purpose of (i) refunding those certain Prior Obligations (as defined in the Resolution) originally issued by the Issuer for the purpose of paying part of the cost of certain improvements to the water supply, treatment, storage and distribution system of the Issuer (the "System"), (ii) retiring the Interim Loan (as defined in the Resolution) incurred for the purpose of paying part of the cost of acquiring and constructing additional improvements to the System consisting of a new water treatment plant, water-main replacements, Little McMahon Creek pump station, AMI (meter reading) systems, and an addition to the existing maintenance building (collectively, the "Project"), and (iii) paying additional costs of the Project. Such bonds are issued in five series of parity bonds: (1) one in the principal amount of \$9,609,000, numbered from AR-1 upward in order of issuance and designated the "Series A Bonds", (2) one in the principal amount of \$9,500,000, numbered from BR-1 upward in order of issuance and designated the "Series B Bonds", (3) one in the principal amount of \$9,300,000, numbered from CR1 upward in order of issuance and designated the "Series C Bonds", (4) one in the principal amount of \$9,100,000, numbered from DR-1 upward in order of issuance and designated the "Series D Bonds", and (5) one in the principal amount of \$8,000,000, numbered from ER-1 upward in order of issuance and designated the "Series E Bonds". This is a Series A Bond.

This bond and the issue of which it is a part together with such additional bonds as may be issued on a parity therewith under the Resolution, with interest thereon, are payable from and secured by and constitute a charge on the net revenues of the System, and there is to be deposited in the special utility fund designated "Belmont County Water System Revenue Bond Payment Fund" created by the Resolution, a sum sufficient to pay the principal of and interest on said bonds. The bonds are also secured by any moneys in the Debt Service Reserve Fund as defined and to the extent described in the Bond Resolution.

This bond does not constitute an indebtedness of the Issuer, the State of Ohio, or any political subdivision thereof within the meaning of the laws and the Constitution of the State of Ohio, and the registered owner of this bond does not have the right to have taxes or excises levied by the Issuer, the State of Ohio, or any political subdivision thereof for the payment of the principal of and interest on this bond.

Reference is hereby made to the Resolution for a more complete description of the nature and extent of the security, the rights of the holders of the bonds and of the Issuer with respect to such security, and the terms and conditions upon which the bonds are issued and secured, and to which each registered holder, by the acceptance hereof, assents.

The Issuer, acting through its Board of County Commissioners, covenants that it will fix and revise such rates and charges for the services and facilities of its water supply, treatment, storage and distribution system and collect and account for income and revenue therefrom sufficient to promptly pay all expenses incident to the operation of the system, a Bond Payment Fund for payment of principal and interest on the bonds, and to provide for depreciation and for the payment of any taxes or assessments on revenues thereof.

This bond shall be registered in the name of the holder in accordance with the Resolution. This bond shall be transferable only upon presentation to the County Auditor of the Issuer, as bond registrar (the "Bond Registrar"), with a written transfer duly acknowledged by the registered holder or his attorney, such transfer shall be noted hereon and upon the books of the Issuer kept for that purpose, provided that no such transfer shall be permitted until the entire principal amount hereof has been disbursed to the Issuer by the initial registered holder hereof. Upon any such transfer, a new bond of authorized denominations of the same maturity and for the same unpaid aggregate principal amount will be issued to the transferee in exchange therefor. Any such transfer shall be noted upon the books of the Issuer kept by the Issuer for that purpose. The Issuer and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof for all purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

Upon default in the payment of principal or interest on this bond, or upon failure of the Issuer to comply with any other provision of this bond or the provisions of the Resolution, the registered holder may at its option institute all rights and remedies provided by law or said Resolution, and all rights, duties, privileges and immunities contained therein are hereby expressly made a part of this bond.

To the extent and in the manner permitted by the terms of the Resolution, any covenant, condition or provision of the Resolution or any supplement thereto may be modified or amended, without necessity for notation hereon of reference thereto, by the Issuer by resolution of its Board of County Commissioners, but no such action shall result in changing the redemption provisions or interest and principal maturity dates or reducing the principal amount or interest rate on any bond without the consent of the holder.

No provision of this bond or the Resolution and no reference herein to the Resolution shall have the effect of incorporating in the terms of this bond any provision which would alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay, from the funds herein described, the principal of and interest on this bond at the times and places and in the coin and currency provided herein or affect the right of the holder of this bond to enforce payment thereof from such funds at and after the date of maturity of this bond without reference to or consent of the holder of any other bond.

This bond may be exchanged at the holder's expense for bonds of the same series bearing interest at the same rate and maturing on the same dates of authorized denominations. Said exchange shall occur within ninety (90) days after the request and upon surrender of this bond which shall be cancelled by the Bond Registrar.

This bond shall be registered in the name of the holder in accordance with the Resolution after which it shall be transferable only on the registration books of the Issuer upon presentation to the Bond Registrar, with a written transfer duly acknowledged by the registered holder or such holder's attorney. No charge shall be made for registration and transfer.

If the total par value of this bond is not paid by the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture as the original purchaser of this bond to the Issuer at the time of delivery hereof, any such par value shall be advanced to the Issuer by such original purchaser in one or more installments upon the request of the Issuer, and interest shall accrue on the amount of each such advance from its actual date, and no transfer of this bond may be made until the total par value of this bond is so advanced to the Issuer.

This bond shall not constitute the personal obligation, either jointly or severally, of any of the Issuer's officers or employees, including without limitation, the members of the Board of County Commissioners, the County Auditor or the County Treasurer of the Issuer.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to any issuance of this bond, now exist, have happened and have been performed in due time, form and manner as required by law; that the Issuer has received payment in full for this bond; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing this bond.

IN WITNESS WHEREOF, the County of Belmont, Ohio acting by its Board of County Commissioners, has caused this bond to be executed by at least two members of its Board of County Commissioners and the County Auditor as of November 12, 2020.

Anthony Rocchio /s/
County Auditor

COUNTY OF BELMONT, OHIO
J. P. Dutton /s/
County Commissioner
Jerry Echemann /s/
County Commissioner
Josh Meyer /s/
County Commissioner

REGISTRATION CERTIFICATE

This bond is registered as to principal and interest and no transfer thereof shall be valid unless entered in the bond register of the Issuer to be maintained by the County Auditor of the Issuer or its successor as Paying Agent and Registrar. Such registry shall be noted on this bond by the County Auditor of the Issuer or its successor as Paying Agent and Registrar.

NOTICE: Nothing can be written on this bond except by the officer of the Paying Agent and Registrar having charge of the bond register.

Date of Registry	In Whose Name Registered	Paying Agent and Registrar
_____, 2020	United States of America, acting through the Rural Utilities Service, United States Department of Agriculture	

SCHEDULE "A"
Principal Installments on Which Payments
Have Been Made Prior to Maturity

Due Date	Principal Due	Principal Paid	Principal Balance	Interest Due 1.25%	Interest Paid	Date Paid	Name of Paying Agent Authorized Official and Title
__/1/2021	\$10,000						
__/1/2022	192,500						
__/1/2023	194,900						
__/1/2024	197,300						
__/1/2025	199,800						
__/1/2026	202,300						
__/1/2027	204,900						
__/1/2028	207,400						
__/1/2029	209,900						
__/1/2030	212,700						
__/1/2031	215,200						
__/1/2032	218,000						
__/1/2033	220,700						
__/1/2034	223,400						
__/1/2035	226,200						
__/1/2036	229,100						
__/1/2037	231,900						
__/1/2038	234,800						
__/1/2039	237,800						
__/1/2040	240,700						
__/1/2041	243,800						
__/1/2042	246,700						
__/1/2043	249,900						
__/1/2044	253,000						
__/1/2045	256,200						
__/1/2046	259,300						
__/1/2047	262,600						
__/1/2048	265,900						
__/1/2049	269,200						
__/1/2050	272,600						
__/1/2051	276,000						
__/1/2052	279,400						
__/1/2053	282,900						
__/1/2054	286,500						
__/1/2055	290,000						
__/1/2056	293,700						
__/1/2057	297,300						
__/1/2058	301,100						
__/1/2059	304,800						
__/1/2060	308,600						

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within bond and does hereby irrevocably constitute and appoint attorney to transfer such bond on the books kept for registration of the within bond with full power of substitution in the premises.

Dated: _____,

In the presence of: _____

[End of Series A Bond Form]

The Series B Bonds shall be identical in form to the Series A Bonds, except that they shall be designated "Water System Improvement and Refunding Revenue Bond, Series 2020, Series B" shall be in the principal amount of \$9,500,000, shall be numbered from BR-1 upward in order of issuance, shall bear interest at the rate of one and twenty-five hundredths percent (1.25%) per annum, and the principal thereof shall be payable in the following annual installments in the indicated years on dates to be set forth in the Series B Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
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2021	\$10,000	2041	\$240,900
2022	190,300	2042	244,000
2023	192,700	2043	247,100
2024	195,100	2044	250,100
2025	197,500	2045	253,200
2026	200,000	2046	256,400
2027	202,500	2047	259,700
2028	205,100	2048	262,800
2029	207,600	2049	266,200
2030	210,200	2050	269,400
2031	212,800	2051	272,900
2032	215,500	2052	276,200
2033	218,100	2053	279,800
2034	220,900	2054	283,200
2035	223,700	2055	286,700
2036	226,500	2056	290,300
2037	229,300	2057	294,000
2038	232,100	2058	297,600
2039	235,100	2059	301,400
2040	238,000	2060	305,100

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The Series C Bonds shall be identical in form to the Series A Bonds, except that they shall be designated “Water System Improvement and Refunding Revenue Bond, Series 2020, Series C” shall be in the principal amount of \$9,300,000, shall be numbered from CR-1 upward in order of issuance, shall bear interest at the rate of one and twenty-five hundredths percent (1.25%) per annum, and the principal thereof shall be payable in the following annual installments in the indicated years on dates to be set forth in the Series C Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$10,000	2041	\$235,800
2022	186,300	2042	238,900
2023	188,600	2043	241,800
2024	191,000	2044	244,900
2025	193,400	2045	247,900
2026	195,800	2046	251,000
2027	198,200	2047	254,100
2028	200,700	2048	257,400
2029	203,200	2049	260,500
2030	205,800	2050	263,800
2031	208,300	2051	267,100
2032	211,000	2052	270,400
2033	213,600	2053	273,800
2034	216,200	2054	277,300
2035	219,000	2055	280,700
2036	221,600	2056	284,200
2037	224,500	2057	287,700
2038	227,300	2058	291,400
2039	230,100	2059	295,000
2040	233,000	2060	298,700

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The Series D Bonds shall be identical in form to the Series A Bonds, except that they shall be designated “Water System Improvement and Refunding Revenue Bond, Series 2020, Series D” shall be in the principal amount of \$9,100,000, shall be numbered from DR-1 upward in order of issuance, shall bear interest at the rate of one and twenty-five hundredths percent (1.25%) per annum, and the principal thereof shall be payable in the following annual installments in the indicated years on dates to be set forth in the Series D Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$10,000	2041	\$230,900
2022	182,300	2042	233,700
2023	184,600	2043	236,600
2024	186,800	2044	239,600
2025	189,200	2045	242,500
2026	191,600	2046	245,600
2027	194,000	2047	248,700
2028	196,400	2048	251,800
2029	198,800	2049	254,900
2030	201,400	2050	258,100
2031	203,800	2051	261,400
2032	206,400	2052	264,600
2033	209,000	2053	267,900
2034	211,600	2054	271,300
2035	214,200	2055	274,600
2036	216,900	2056	278,100
2037	219,700	2057	281,600
2038	222,300	2058	285,100
2039	225,200	2059	288,600
2040	227,900	2060	292,300

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The Series E Bonds shall be identical in form to the Series A Bonds, except that they shall be designated “Water System Improvement and Refunding Revenue Bond, Series 2020, Series E” shall be in the principal amount of \$8,000,000, shall be numbered from ER-1 upward in order of issuance, shall bear interest at the rate of one and twenty-five hundredths percent (1.25%) per annum, and the principal thereof shall be payable in the following annual installments in the indicated years on dates to be set forth in the Series E Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$10,000	2041	\$202,800
2022	160,200	2042	205,500
2023	162,300	2043	207,900
2024	164,200	2044	210,600
2025	166,300	2045	213,200
2026	168,400	2046	215,900
2027	170,500	2047	218,600
2028	172,600	2048	221,300
2029	174,800	2049	224,100
2030	177,000	2050	226,900
2031	179,200	2051	229,700
2032	181,400	2052	232,600
2033	183,700	2053	235,500
2034	186,000	2054	238,400
2035	188,300	2055	241,500
2036	190,700	2056	244,400
2037	193,000	2057	247,500
2038	195,500	2058	250,600
2039	197,900	2059	253,700
2040	200,400	2060	256,900

SECTION 5. The Series 2020 Bonds hereby authorized, together with interest thereon, and any additional bonds issued on a parity therewith as provided herein (“Additional Bonds” and together with the Series 2020 Bonds, the “Bonds”) shall be secured by and payable solely from (i) the Revenues deposited in the separate fund of the Issuer previously created in the custody of the Issuer and designated the Water System Revenue Fund (the “Revenue Fund”) as hereinafter provided, and (ii) the moneys and investments in the Bond Payment Fund and the Debt Service Reserve Fund, both as hereinafter defined, in the manner hereinafter described, all of which are hereby pledged to the payment of the Bonds to the extent permitted by law upon the terms set forth below. If at any time it should appear to the Issuer that the Revenues will be insufficient to pay the Bond Service Charges when due as well as any other obligations of the Issuer, the Issuer shall pay the Bond Service Charges prior to paying any other such obligations. The Bonds shall not constitute an indebtedness of the Issuer, the State of Ohio, or any political subdivision thereof within the meaning of the laws and the Constitution of the State of Ohio, and the registered owner of the Bonds shall not have the right to have taxes or excises levied by the Issuer, the State of Ohio, or any political subdivision thereof for the payment of Bond Service Charges.

SECTION 6. The Issuer shall be the custodian of all funds and accounts belonging to or associated with the System and such funds and accounts in the custody of the Issuer shall be deposited in a bank which is a member of the Federal Deposit Insurance Corporation, or its successor, if so required by the Government. So long as the Government is the owner of the Bonds and requires a fidelity bond, the Issuer shall obtain, and keep in force, a fidelity bond to the extent and in the amount required by the Government. Such fidelity bond shall be with a surety company approved by the Government, and the Government and the Issuer shall be named as co-obligees in such fidelity bond and the amount of such fidelity bond shall not be reduced without the prior written consent of the Government.

SECTION 7. The Series 2020 Bonds and any additional water system revenue bonds issued on a parity therewith as provided herein ("Additional Bonds" and together with the Series 2020 Bonds, the "Bonds") shall be payable solely from (i) the Revenues deposited in the Belmont County Water Works Fund (the "Revenue Fund") heretofore created in the custody of the Issuer, and (ii) the moneys and investments in the Bond Payment Fund, the Debt Service Reserve Fund, and the Short-Lived Asset Replacement Fund, all as hereinafter defined, in the manner hereinafter described, all of which are hereby pledged to the payment of the Bonds to the extent permitted by law upon the terms set forth below. The Bonds shall not constitute an indebtedness of the Issuer, the State of Ohio, or any political subdivision thereof within the meaning of the laws and the Constitution of the State of Ohio, and the registered owner of the Bonds shall not have the right to have taxes or excises levied by the Issuer, the State of Ohio, or any political subdivision thereof for the payment of the Bond Service Charges; provided, however, that nothing herein shall be deemed to prohibit the Issuer from using, of its own volition, any of its other lawfully available resources for the fulfillment of any of the terms and conditions of this Resolution or the Series 2020 Bonds.

SECTION 8. So long as any of the Bonds are outstanding, the Issuer shall deposit the Revenues into the Revenue Fund, and shall make the following payments in the following order from amounts in the Revenue Fund:

- (i) From time to time as and when required, all reasonable and proper expenses of operating and maintaining the System, such expenses to exclude those of any other utility of the Issuer, whether or not such other utility shall be operated as a single unit with the System, and further to exclude depreciation and capital replacements.
- (ii) Monthly, commencing with the month following the initial issuance of the Series 2020 Bonds, to the Belmont County Water System Revenue Bond Payment Fund hereby created in the custody of the Issuer as a separate account within the Revenue Fund (the "Bond Payment Fund"), an amount at least equal to one-twelfth (1/12), or such larger amount as is necessary, of the amount due and payable with respect to the Bonds on the next Bond Payment Date. If for any reason there is a failure to make such monthly deposit, then an amount equal to the deficiency shall be set aside and deposited in the Bond Payment Fund from moneys on deposit in the Revenue Fund in the ensuing month or months, which amount shall be in addition to the regular monthly deposit required during such succeeding month or months.
All moneys and investments in the Bond Payment Fund shall be used only for the payment of the Bond Service Charges on the Bonds when due. Whenever there shall accumulate in the Bond Payment Fund amounts in excess of the requirements during the next twelve (12) months for paying the principal of Bonds falling due and interest on all outstanding Bonds and in excess of the requirements of the Debt Service Reserve Fund hereinafter established, such excess may be used by the Issuer for redemption of Bonds in the manner set out in Section 3 of this Resolution.
- (iii) Monthly, commencing with the month following the initial issuance of the Series 2020 Bonds, to the Belmont County Water System Revenue Bond Debt Service Reserve Fund hereby created in the custody of the Issuer (the "Debt Service Reserve Fund"), an amount equal to \$12,334.06 until there is \$1,480,087 (the "Minimum Reserve") accumulated in the Debt Service Reserve Fund, after which no further payments need be made to the Debt Service Reserve Fund except to replace withdrawals therefrom. With the approval of the Government, the Minimum Reserve shall be used and disbursed only for the purpose of paying the cost of repairing or replacing any damage to the System which may be caused by an unforeseen catastrophe, and when necessary for the purpose of making payments of Bond Service Charges on the Bonds when due and payable if the amount in the Bond Payment Fund is not sufficient to meet such payments. Whenever disbursements are made from the Debt Service Reserve Fund, monthly payments shall be resumed until there is again accumulated an amount equal to the Minimum Reserve, at which time payments may be again discontinued.
- (iv) Monthly, commencing with the month following the initial issuance of the Series 2020 Bonds, to the Belmont County Water System Revenue Bond Short-Lived Asset Reserve Fund hereby created in the custody of the issuer (the "Short-Lived Asset Replacement Fund"), an amount equal to \$54,588. With the approval of the Government, moneys in the Short-Lived Asset Replacement Fund shall be used and disbursed only for the purpose of repairing or replacing short-lived assets of the System.
- (v) Any moneys remaining in the Revenue Fund after paying the amounts set forth above shall be retained in the Revenue Fund and applied as permitted by the Loan Resolutions, as hereinafter defined, so long as the Government is the owner of the Series 2020 Bonds, and otherwise, for any lawful System purpose after reserving in the Revenue Fund an adequate amount as working capital for the System.

SECTION 9. The monies in the Revenue Fund, the Bond Payment Fund, the Debt Service Reserve Fund and the Short-Lived Asset Replacement Fund may be invested as provided in Chapter 135 of the Ohio Revised Code and may be commingled with other funds of the Issuer and each other for investment purposes only. Any such investment and the interest earned thereon shall be credited to and become a part of the respective funds and accounts.

SECTION 10. The Series 2020 Bonds shall be and are hereby sold to the Government at par and accrued interest to the date of delivery of the Series 2020 Bonds in accordance with its offer to purchase which is hereby accepted. All proceeds of the Series 2020 Bonds and the Government grants shall be disbursed by the Government to the Issuer as follows:

- (i) On one or more dates to be agreed to by the Issuer and the Government, an aggregate amount sufficient in time and amount for the Issuer to fully fund the escrow trust fund created by the hereinafter referred-to Escrow Trust Agreement for the Prior Obligations and pay any fees and expenses of the Escrow Trustee when due.
- (ii) On one or more dates to be agreed to by the Issuer and the Government, an aggregate amount sufficient in time and amount for the Issuer to retire the principal amount of and interest due on the Interim Loan shall be deposited in an appropriate fund established for the Interim Loan and withdrawn in accordance with Ohio law only for the purpose of paying principal and interest due on the Interim Loan. When the retirement of the Interim Loan has been completed, any remaining proceeds shall be deposited in the Bond Payment Fund.
- (iii) From time to time upon the request of the Issuer and approval by the Government, an amount sufficient to pay costs of the Project, including costs related to the issuance of the Series 2020 Bonds and the refunding of the Prior Obligations.

Such proceeds received by the Issuer pursuant to clause (iii) above shall be deposited in an appropriate fund or account of the Issuer created pursuant to applicable law (the "Project Fund") and used, along with any other moneys of the Issuer appropriated for the purpose, to pay costs of the Project and for no other purpose; any such proceeds remaining in the Project Fund at the conclusion or termination of the Project shall be transferred to the Bond Payment Fund or as otherwise agreed to by the Government. Any accrued interest shall be deposited upon receipt into the Bond Payment Fund. The proceeds of the Series 2020 Bonds are hereby appropriated for the foregoing purposes.

The members of this Board, the County Auditor, the County Treasurer, the Clerk of this Board, and other appropriate officials of the Issuer, are each hereby separately authorized, without further action of the Board, to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, bond counsel for the Series 2020 Bonds, in order to effect the issuance of the Series 2020 Bonds and the intent of this Resolution. The Clerk of this Board, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Series 2020 Bonds, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Series 2020 Bonds.

SECTION 11. The Issuer covenants and agrees so long as any of the Bonds remain unpaid as follows:

- (a) The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System and costs of maintaining, repairing and operating the same and the amounts necessary for the retirement of the Bonds, and there shall be charged such rates and rates and charges as shall be adequate to meet the requirements of this Resolution.
- (b) The Issuer will comply with applicable state laws and the regulations and continually operate and maintain the System in good condition.

(c) The System shall be operated as a public utility including all extensions and improvements to the System. No customer of the System, individual, corporation or municipality, shall receive free services or any service without being charged the rates prescribed in the rules and regulations of the System. The reasonable cost and value of any service rendered to the Issuer in its individual capacity by the System, including reasonable rates and charges for public health benefits, shall be paid for monthly as such service accrues out of the current revenues of the Issuer, exclusive of the Revenues derived from the System.

(d) The Issuer will maintain complete books and records relating to the operation of the System and its financial affairs and will cause such books and records to be audited at the end of each fiscal year and an audit report prepared, and the Issuer will furnish to the Government so long as it is holder of any of the Bonds without request a copy of each audit report and will furnish any other holder of the Bonds a copy of such report upon written request. At all reasonable times, the owners of any Bonds shall have the right to inspect the System and the records, accounts and data relating thereto.

(e) The Issuer will maintain insurance coverage on the System and otherwise comply with Government regulations as may be required by the Government so long as Government is the holder of any Bonds, and otherwise, the Issuer will maintain insurance coverage on the System as is customary for utilities similar to the System as determined from time to time by the Board.

(f) The Issuer hereby grants to the owners of the Bonds from time to time a first lien on the Revenues and the moneys and investments in the Revenue Fund, the Bond Payment Fund and the Debt Service Reserve Fund upon the terms set forth herein. If at any time it should appear to the Issuer that the Revenues will be insufficient to pay the Bond Service Charges on the Bonds when due as well as any other obligations of the Issuer, the Issuer shall pay such Bond Service Charges on the Bonds prior to paying any other such obligations. The Issuer shall not transfer or use any portion of the Revenues for any purpose not herein specifically authorized.

(g) Except as otherwise specifically provided herein, so long as any Bonds are outstanding, the Issuer will not borrow any money from any source or enter into any contract or agreement or incur any other liabilities, in connection with making extensions or improvements other than normal maintenance to the System, without obtaining the prior written consent of the Government so long as it is the holder of any Series 2020 Bond, nor shall it transfer or use any portion of the Revenues for any purpose not herein specifically authorized.

Any additional notes, bonds or other obligations pledging any portion of the Revenues incurred or issued by the Issuer shall be junior and subordinate in all respects to the Bonds herein authorized unless the Government otherwise consents in writing so long as it is holder of any Bonds.

The Issuer may issue Additional Bonds on a parity with the lien securing any outstanding Bonds for the purpose of making reasonable repair, replacement or extensions of the System if the Government consents thereto in writing so long as it is holder of any Bonds. Otherwise Additional Bonds may be issued upon written consent of the holders of at least one-half of the then outstanding principal amount of the Bonds.

The funds and accounts herein established shall be applied to all Additional Bonds issued pursuant to this section as if such Additional Bonds were part of the Series 2020 Bond issue, and all revenues from any such extension or replacement constructed by the proceeds of a parity obligation issue shall be paid to the Revenue Fund.

(h) The Issuer will not cause or permit any voluntary dissolution of its organization, merge or consolidate with any other political subdivision, dispose of or transfer its title to the System or any part thereof including lands and interest in lands, by sale, mortgage, lease or other encumbrance.

(i) Prior to the beginning of each fiscal year the Issuer will prepare an annual budget of the System for the ensuing fiscal year itemized on the basis of monthly requirements. A copy of such budget shall be mailed without request to the Government as long as the Government is holder of any of the Bonds and upon written request of any other Bondholder.

(j) So long as the Government is holder of any of the Bonds, if at any time it shall appear to the Government that the Issuer is able to refund, upon call for redemption or with consent of the Government, the then outstanding Bonds, held by it, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Issuer will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government, and will take all such action as may be required in connection with such loan.

(k) After the issuance of the Bonds this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interests of the owners of the Bonds, nor shall this Board adopt any law, ordinance or resolution in any way adversely affecting the rights of the owners of the Bonds so long as any of the Bonds or interest thereon remains unpaid.

(l) All of the obligations set forth and covenants made under this Resolution are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Issuer within the meaning of Section 2731.01 *et seq.* of the Ohio Revised Code.

SECTION 12. In addition to the remedies available to the Government under the Loan Resolutions, if there shall be default in the provisions of this Resolution or in the payment of Bond Service Charges on any of the Bonds, upon the filing of a suit by any owner of any of the Bonds, any court having jurisdiction of the action may appoint a receiver to administer said System on behalf of the Issuer with power to charge and collect rates sufficient to provide for the payment of the Bonds and for the payment of operating expenses and to apply income and revenues in accordance with this Resolution and the laws of Ohio.

Owners of twenty per cent (20%) of the outstanding Bonds in the event of default may require by mandatory injunction the raising of rates in a reasonable amount except as otherwise provided by law.

The remedies described in this Section are in addition to any other remedies that any owner of any of the Bonds may have under applicable law.

SECTION 13. Interest on the Series E Bonds shall be subject to federal income taxation to the same extent as other interest not specifically exempted. Interest on the Series A Bonds, the Series B Bonds, the Series C Bonds, and the Series D Bonds (collectively, the "Tax-Exempt Bonds"), shall be exempt from federal income taxation.

This Board hereby covenants that it will restrict the use of the proceeds of the Tax-Exempt Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Tax-Exempt Bonds, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Tax-Exempt Bonds is authorized and directed to give an appropriate certificate on behalf of the Issuer on the date of delivery of the Tax-Exempt Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 14. So long as the Government is holder of any of the Series 2020 Bonds, the Issuer, this Resolution and the Series 2020 Bonds shall be subject to the Loan Resolutions (RUS Bulletin 1780-27) relating to the Project and the Series 2020 Bonds previously adopted by the Board, which are hereby incorporated by reference into this Resolution and copies of which are available for inspection at the office of the Clerk of the Board. Without limiting the generality of the foregoing, the Issuer covenants that it (i) will, among other things, acquire and maintain such insurance and fidelity bond coverage as may be required by the Government, and (ii) will not, among other things, defease the Series 2020 Bonds and the lien on the Revenues granted hereby as security of the Series 2020 Bonds.

SECTION 15. Dinsmore & Shohl, LLP, is hereby retained as bond counsel to the Issuer to prepare the necessary authorizing documents, including this Resolution and the Series 2020 Bonds, and related closing documents for the authorization and issuance of the Series 2020 Bonds and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement which at least two members of this Board and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the Issuer, as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the Issuer for the above services in accordance with such written agreement.

SECTION 16. All the Prior Obligations shall be and hereby are ordered called for optional redemption according to their terms on the first optional redemption date following the issuance of the Bonds. At least two members of this Board, the County Auditor and the County Treasurer, or any of them, are hereby separately authorized to execute and deliver an Escrow Trust Agreement with a bank or trust company as

Escrow Trustee for the refunding defeasance of the Prior Obligations in such form as the officer or officers executing the same may approve, the execution thereof by such officer or officers to be conclusive evidence of such authorization and approval. Such officers are each hereby further separately authorized to subscribe for and purchase such United States Treasury obligations, including such obligations of the State and Local Government Series, as shall be required pursuant to such Escrow Trust Agreement and to pay for such obligations with the proceeds of the Series 2020 Bonds, and any such actions heretofore taken by such officers or bond counsel in connection with such subscription and purchase are hereby approved, ratified and confirmed.

SECTION 17. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 18. All resolutions and orders of the Issuer, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed, and each section of this Resolution is independent and the finding or holding of any section or subdivision hereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of this Resolution. The provisions of this Resolution are subject to the laws of the State of Ohio.

SECTION 19. The Clerk of this Board is hereby directed to forward a certified copy of this Resolution to the County Auditor.

SECTION 20. This Resolution shall take effect immediately upon its adoption.

Mr. Echemann seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Dutton Mr. Echemann Mr. Meyer

NAYS:

ADOPTED this 12th day of November, 2020.

Bonnie Zuzak /s/ Clerk of the Board of County Commissioners County of Belmont, Ohio

Upon roll call the vote was as follows:

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

Mr. Dutton said this was based upon the recommendation of USDA. This motion, in general, covers beginning to end in terms of issuance of these bonds and everything that goes into making sure that those bonds are paid under the requirements of the USDA.

IN THE MATTER OF APPROVING PAID ADMINISTRATIVE LEAVE FOR WATER AND SEWER DISTRICT WATER & WASTEWATER TREATMENT EMPLOYEES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve paid administrative leave for hours not worked due to COVID-19 to complete the employee's regular scheduled hours, not to exceed December 31, 2020 for the following:

- Belmont County Water & Sewer District water treatment employees
• Belmont County Water & Sewer District wastewater treatment employees

Upon roll call the vote was as follows:

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

Mr. Dutton said the Director of the Water & Sewer District and the HR Administrator has had extensive conversations regarding trying to remain from spreading COVID-19. Employees from both locations will be working on a rotation which was done earlier in the year.

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective November 12, 2020, in the amount of \$4,500 per net acre for 4.8497 acres located in Pultney Township, for a five-year term, 20% royalty. Total Payment Amount: \$21,823.65.

PAID-UP OIL & GAS LEASE

Lease No.

This Lease made this 12th day of November, 2020, by and between: The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company, whose address is P.O. Box 13678, Oklahoma City, OK 73113, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

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

- Township: 5; Range: 3; Section: 6; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Beth Drive in Bel Capre No. 2, Cabinet D, Slide 247), Containing 0.897 acres
Township: 5; Range: 3; Section: 6; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Beth Drive and Clara Street in Bel Capre No. 3, Cabinet D, Slide 288), Containing 0.883 acres
Township: 5; Range: 3; Section: 6; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Patterson Hill Road in Bel Capre, Cabinet D, Slide 79), Containing 1.627 acres
Township: 5; Range: 3; Section: 6; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Ann Street in Bel Capre - Section 4, Cabinet D, Slide 370), Containing 1.4427 acres

See attached Exhibit "B" attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of 4.8497 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or

unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. **November 12, 2020** (effective date) to 11:59 P.M. **November 11, 2025** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

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

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

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

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties

due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

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

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

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

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

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

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

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

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

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

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

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

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including

but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

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

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

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

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

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

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

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

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

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

LESSOR:

The Belmont County Board of Commissioners

J. P. Dutton /s/

By: J.P. Dutton, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

Josh Meyer /s/

By: Josh Meyer, Commissioner

LESSEE:

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

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

APPROVED AS TO FORM

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

PROSECUTING ATTORNEY

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated November 12, 2020, by and between **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner**, as Lessor(s), and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, as Lessee ("Lease"), to wit:

In the event any of the terms and conditions contained in this Exhibit "A" alter, conflict with, or are inconsistent with any of the terms and conditions contained in the printed form to which this Exhibit "A" is attached, the terms and conditions contained in this Exhibit "A" shall be controlling.

Any capitalized terms in this Exhibit "A", which are not defined in this Exhibit "A," shall have the meaning given to such terms in the printed form to which Exhibit "A" is attached.

1. **Compliance.** Lessee's operations under said land shall comply with all applicable federal and state regulations.
2. **No Surface Rights.** Notwithstanding any language to the contrary contained in the Lease or this Exhibit "A", Lessor does not grant and Lessee does not acquire any surface rights. Lessee shall not conduct any Surface Operations on, or use the surface of, the Leasehold except where and as agreed to in a separate, written agreement signed by the parties. Surface Operations shall include by way of example and not of limitation any use of the Leasehold for a well site, staging area, surface or subsurface waterlines, surface or subsurface pipelines, roads, water impoundments, telephone, electric power lines, structures, machinery, gates, meters, regulators, tools, appliances, materials and other equipment, or as a site for equipment, tanks, tank batteries, separators, compressors, dehydrators, gas treatment facilities, processing facilities, or other facilities. The parties agree that no language in the Lease or attached Exhibit "A" shall give the Lessee any right to conduct surface activities on the Leasehold.
3. **No Storage Rights.** Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described Leasehold shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the Leasehold with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.
4. **Disposal Wells.** Lessee is not granted any right whatsoever to use the Leasehold, or any portion thereof, for construction and/or operation of any disposal well, injection well, or the construction and/or operation of water disposal facilities. Lessor does not grant and Lessee does not acquire any right to use any portion of the Leasehold for the disposal of any type of foreign matter or material or any drainage, saltwater, brine, or waste, including without limitation any industrial, municipal, hazardous, or radioactive waste. The right to dispose of or inject any waste products, including, but not limited to, waste water and/or brine on or below the Leasehold is specifically excluded from this Lease.
5. **Oil and Gas Only.** This Lease shall cover only oil and gas, casinghead gas, casinghead gasoline and other gases and their respective constituent vapors, liquid or gaseous hydrocarbons (but no coalbed methane) that may be produced in association therewith through the well bore. All other minerals including, but not limited to, lignite, coal, uranium, other fissionable material, geothermal energy, sulphur, gravel, rock, stone, copper and metallic ores are not included in this Lease.
6. **Formations Granted.** Lessor reserves all oil, gas and other mineral rights from the surface to the top of the Queenston Shales, other than such rights allowed to Lessee to drill through such reserved portions as are necessary for Lessee to have access to the Queenston Shales and below. This Lease shall only cover formations below the Queenston Shales, including but not limited to the Utica and Point Pleasant formations.
7. **Leasehold Identification.** Notwithstanding any other provision in the Lease, including that provision being what is commonly known in lease terminology as a "Mother Hubbard Clause," it is understood and agreed that the Lease is valid only as to the specific parcels described and identified in the Lease. This Lease does not include any parcels adjacent or contiguous to the land described in the Lease

which are not specifically described in the Lease. If a survey or an examination of real property records should reveal that the parcels identified in the Lease contain more than 4.8497 acres, the Lease will include such additional acreage and Lessee shall pay Lessor a bonus payment thereon.

8. **Lease Term.** This Lease shall continue beyond the primary term only for as long as oil, gas or other liquid hydrocarbons are produced in paying quantities from the Leasehold (or lands pooled or unitized therewith) or Lessee is conducting Operations in search of oil and gas under the Leasehold with no cessation of more than ninety (90) consecutive days. If there is a dispute concerning the extension of the Lease beyond the primary term, payments to the Lessor shall not be conclusive evidence that the Lease has extended beyond the primary term.
9. **Operations.** "Operations" shall mean only (a) the production of oil, gas or other liquid hydrocarbons in paying quantities subsequent to drilling or (b) the actual drilling, completing, stimulating, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, conducted in good faith and with due diligence. Operations in search of oil, gas and their constituents shall be deemed to commence when the top hole is spud, i.e., the drill bit has hit the ground.
10. **Gross Royalty.** The Lessee covenants and agrees to pay the Lessor, for all oil, gas, associated hydrocarbons, and marketable by-products produced from the Leasehold, a royalty equal to twenty percent (20.0%) of the gross proceeds of all oil and gas, and all of their liquid and gaseous constituents produced from or on the Leasehold and sold by Lessee in an arms-length transaction with an unaffiliated bona fide purchaser. It is the intent of the parties hereto that the royalty to be paid is based on the gross proceeds paid to Lessee by an independent third party. The royalty set forth in this Lease shall apply to all oil and gas, and all of their liquid and gaseous constituents, in, on and underneath the Leasehold, including but not limited to natural gas liquids (including but not limited to ethane, pentane, propane, butane and natural gasoline), casinghead gas, condensate, oil and/or other hydrocarbon byproducts removed or recovered from the Leasehold or lands pooled/unitized therewith. For purposes of this Lease, "gross proceeds" means the total consideration paid to Lessee for oil and gas, and all of their liquid and gaseous constituents, produced from the Leasehold free and clear of all costs and expenses. Lessee and Lessor agree that royalties accruing to Lessor under this Lease shall be paid without deduction, directly or indirectly, of any pre-production or post-production costs and/or expenses including but not limited to those relating to producing, gathering, storing, dehydrating, compressing, processing, separating, fractionating, treating, transporting, stabilizing and marketing the oil, gas and other products produced hereunder.

All royalties that may become due hereunder shall commence to be paid on the first well completed on the Leasehold within one hundred-twenty (120) days after the first day of the month following the month during which any well is completed and commences production into a pipeline or oil into transport for sale of such production. On each subsequent well, royalty payments must commence within one hundred-twenty (120) days after the first day of the month following the month during which any well is completed and commences production into a pipeline for sale or oil into transport of such production. Thereafter, all royalties on oil shall be paid to Lessor on or before the last day of the second month following the month of production, and all royalties on gas shall be paid to Lessor on or before the last day of the third month following the month of production. Royalties not paid when due shall bear interest at the prime rate as published by the Wall Street Journal as of the date payment is first due, plus two and a half percent (2.5%) per annum.

11. Pugh Clause.

a) **Horizontal Pugh Clause:** As to any Leasehold acreage which is not included within a drilling or production unit at the expiration of the primary term or any extension thereof, this Lease shall automatically terminate and be of no further force or effect as to such acreage.

b) **Vertical Pugh Clause:** At the end of the primary term, including any extension of the primary term, this Lease shall terminate as to all strata, depths and horizons under each drilling or production unit lying more than two hundred (200) feet below the stratigraphic equivalent of the base (bottom) of the deepest formation from which production of oil or gas in paying quantities is being maintained (or, in the case of a shut-in gas well, can be maintained).

12. **Limitation of Forfeiture.** In the event Lessor considers that Lessee has breached this Lease or that Lessee has not complied with its obligations hereunder, both express and implied, including the non-payment of royalty or rent, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee is in default or Lessee has breached this Lease. Lessee shall then have thirty (30) days after date of receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor, or to correct any default. The service of said notice shall be precedent to the bringing of any claim or action by Lessor on this Lease for any cause, and no such claim or action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches or the default shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. Upon breach or default by Lessee, Lessor shall be entitled to exercise any and all remedies available at law, in equity or otherwise, each such remedy being considered cumulative. No single exercise of any remedy set forth herein shall be deemed an election to forego any other remedy.

13. **Signing Bonus.** Lessee agrees to pay Lessor a signing bonus of Four Thousand Five Hundred Dollars (\$4,500.00) for each net acre contained within the Leasehold. This signing bonus shall be paid under the terms set forth in the associated Order of Payment.

14. **Extension of the Primary Term.** Lessee has the option to extend the primary term of this Lease for one (1) additional five (5) year period. This option may be exercised by Lessee by notifying Lessor in writing of Lessee's intent to exercise its option and simultaneously therewith paying to Lessor in full, prepaid at any time prior to termination of the primary term, a lease bonus for the 5-year renewal period equal to the Signing Bonus set forth herein. Lessor and Lessee agree that such extension payment shall be based upon the net acres in the Leasehold which are not included in drilling or production units or otherwise being maintained by other provisions in the Lease at the expiration of the primary term.

15. **Taxes.** Lessor shall pay all Ad Valorem taxes on the property covered by this Lease, except to the extent of any increase in Ad Valorem taxes attributable solely to Lessee's operations under this Lease. Lessee shall pay all Ad Valorem taxes which are attributable solely to Lessee's operations under this Lease. In the event Ad Valorem taxes under the tax and assessment structure in effect on the signing of this Lease pertaining or attributable to the lands covered by this lease are increased by reason of Lessee's operations relating to the Leasehold, Lessee shall be solely responsible for paying the amount of such increase in taxes and shall reimburse Lessor for the amount of such increase within 30 days after receiving from Lessor written documentation supporting such increase. Despite anything to the contrary, Lessee shall be responsible for payment of all severance taxes associated with production of oil and gas under this Lease, but shall withhold from Lessor's royalty payments, the portion of severance taxes attributable to Lessor's royalty share if Lessee pays Lessor's share on Lessor's behalf. Lessee agrees to pay for any CAUV recoupment incurred by Lessor as a result of Lessee's operations under this Lease, but any such payment shall be based only upon the acreage actually disturbed by Lessee. Subsequent to the execution of this Lease, if there is a change in the Ohio tax code that provides for an increase in severance taxes or other taxes attributable to or resulting from oil and gas production from the Leasehold, Lessor and Lessee agree to abide by the law and pay their proportionate share accordingly.

16. **Delay in Marketing.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the "Delay in Marketing" paragraph contained in the Lease is hereby deleted. Any other references to Delay in Marketing that are contained in this Lease are also hereby deleted.

17. **Shut-In.** If all wells on the Leasehold capable of producing gas in paying quantities, are shut-in for any reason and gas is not sold or used off the Leasehold (which wells are herein sometimes called a "shut-in" gas well), for longer than sixty (60) consecutive days, Lessee shall pay or tender to Lessor, as shut-in gas well royalty, a yearly sum (payable quarterly or at the end of the shut-in period, whichever first occurs) equal to Fifty Dollars (\$50.00) per net mineral acre until such time as production is reestablished (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. The first such payment of shut-in gas well royalty is to be made on or before thirty (30) days after the end of the above referenced sixty (60) day period. Succeeding payments may be made annually thereafter on or before the anniversary of the due date of such payment. Notwithstanding the making of such shut-in gas well royalty payments, Lessee shall be and remain under the continuing obligation to (a) use all reasonable efforts to find a market for said gas and to commence or resume marketing same when a market is available, (b) reasonably develop the lands then subject to this Lease, and (c) drill all such wells on the lands then subject to this Lease as may be reasonably necessary to protect same from drainage by wells on adjoining or adjacent lands. It is understood and agreed that this Lease may not be maintained in force for an continuous period of time longer than forty-eight (48) consecutive months, or sixty (60) cumulative months after the expirations of the primary term hereof solely by the provision of the shut-in royalty clause.

18. **No Title Warranty.** This Lease is made without warranty of title express, implied or statutory. Lessor makes no representations as to its right, title or interest in the Leasehold, and does not warrant title or agree to defend title to the Leasehold. It shall be Lessee's burden and obligation to assure itself of the quality of title to the Leasehold. All payments made to Lessor under this Lease are non-refundable.
19. **Liens Against Lessee.** In the event any lien or encumbrance (except and not including any lien or encumbrance in the nature of a security interest conveyed by Lessee for purposes of financing operations on the Leasehold) is filed against the Leasehold out of or pertaining to the operations by Lessee, Lessee shall within forty-five (45) calendar days following the date such lien or encumbrance is recorded cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.
20. **Pooling and Unitization.** Lessee shall have the right to pool, unitize, or combine all or part of the Leasehold with any other contiguous leased lands prior to drilling. The Leasehold shall not be pooled or unitized in a drilling or production unit which shall exceed eighty (80) acres for a vertical well. The Leasehold shall not be pooled or unitized in a drilling or production unit which shall exceed six hundred forty (640) acres for a horizontal well unless the wellbore extends beyond 6,000 feet in horizontal length in the unit in which case the unit shall not exceed twelve hundred and eighty (1280) acres. Lessee shall furnish to Lessor a copy of the declaration of the unit of which any portion of the Leasehold shall be a part, including a copy of all plats, maps, and exhibits to such application or declaration.
21. **Implied Covenants.** No language included in this Lease shall have the effect of negating any implied covenant recognized under applicable law and all implied covenants recognized under applicable law shall be included in this Lease.
22. **Arbitration.** The paragraph entitled "Arbitration" and any reference to arbitration contained in this Lease shall be deleted in their entirety. In the event of a disagreement between Lessor and Lessee concerning this Lease or any related document, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall only be determined by arbitration if both parties agree to arbitrate in writing at the time the dispute arises, otherwise the dispute shall be determined by the court of common pleas in the county in which the Leasehold is located. No language included in this Lease shall have the effect of requiring the parties to resolve any disputes by arbitration. This Lease and all related documents shall be governed by and construed in accordance with the laws of the State of Ohio.
23. **Release of Lease.** Upon expiration, surrender or other termination of this Lease as to any portion of the Leasehold, Lessee shall deliver to Lessor, within sixty (60) days after the date of termination, surrender or expiration, a release or other written cancellation of this Lease in recordable form. In the case of a partial release, Lessee shall deliver a plat showing the specific acreage being released and a partial release containing a description of the acreage and depths being released, in form suitable for recording.
24. **Assignment.** The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any horizon, subject to the written consent of the Lessor which shall not be unreasonably withheld. Provided, however, that consent from the Lessor shall not be required in the event of an assignment by Lessee: to an affiliate, subsidiary, or internal partner, joint venture partners or in consequence of a merger or amalgamation. Lessee shall notify Lessor of such assignment and furnish Lessor a true copy of any assignment. All of the covenants, obligations, and considerations of this Lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No assignment by Lessee (or any assignee of Lessee) of all or any part of or interest in this Lease shall relieve Lessee (or any assignee of Lessee) of any liability for breach of any covenant, warranty or other obligation of Lessee hereunder, whether theretofore or thereafter accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such assignee were an original party to this Lease. If the Lessor or any of the Lessor's successors or assigns requests a full executed copy of the Lease from the Lessee, or its successors or assigns, then such copy (including Exhibit "A") shall be provided to such party so requesting within thirty (30) days of the request being made.
25. **Force Majeure.** Should Lessee be prevented from complying with any express or implied covenant of this Lease (except payment of money), or from conducting drilling or reworking operations or producing oil and gas by reason of force majeure including fire, flood, natural disasters, war, sabotage, rebellion, insurrection, riot, or other Acts of God, or as the result of any federal or state law, order, rule or regulation of governmental authority, Lessee shall provide notice to Lessor of the nature of the Force Majeure, indicate the expected length of delay, and work diligently to remove or resolve the force majeure event. In no event shall this Lease be held in effect due to the terms contained in the force majeure clause for any continuous period of time longer than ninety-six (96) cumulative months after the expiration of the primary term.
26. **Audit Rights.** Lessee grants to Lessor or Lessor's designee the right at Lessor's expense, to examine, audit, copy or inspect books, records, and accounts of Lessee pertinent to the audit purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due to Lessor under the terms of this Lease. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee at the sole cost and expense of Lessor. Lessor shall not have the right to audit more than once every twelve (12) month period. However, if the amount of exceptions or deficiencies in royalty payments revealed by the audit equal or exceed 125% of the cost and expense of the audit, then the Lessee shall bear the cost and expense of the audit and all monies due as a result of the audit findings (audit exceptions, costs, and expenses) shall be payable within ninety (90) days of the final determination of the amounts due. Upon Lessor's written request (which request shall not be made more than two (2) times in any calendar year), Lessee shall provide to the Lessor information relevant to the production, use, transfer, disposal and sale of oil and gas from wells on the Leasehold or lands pooled or unitized therewith. Such production information shall be strictly confidential and Lessor agrees to not provide any such information to any party without prior written consent of Lessee.
27. **Indemnity.** Lessee agrees to defend, indemnify and hold harmless Lessor and Lessor's heirs, successors, representatives, agents and assigns ("Indemnitees"), from and against any and all claims, demands and causes of action for injury (including death) or damage to persons or property or fines or penalties, or environmental matters arising out of, incidental to or resulting from the operations of or for Lessee or Lessee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Indemnitees by reason of any such claim or claims, including reasonable attorneys' fees; and each assignee of this Lease, or an interest therein, agrees to indemnify and hold harmless Indemnitees in the same manner provided above. Such indemnity shall apply only to any claim arising out of operations conducted under or pursuant to this Lease, however caused and whether based upon negligence, contract, statute, strict liability or other grounds or reasons, provided, however, such indemnity shall not apply to claims arising out of the negligence of Lessor, Lessor's guests or invitees not arising out of, incidental to, or resulting from, the operations of or for Lessee. The terms hereof shall survive the expiration or surrender of this Lease.
28. **Hazardous Materials.** Lessee's use of any substances which are defined as a "hazardous material" or "toxic substance" or "solid waste" in applicable federal, state or local laws, statutes or ordinances shall comply with all applicable laws and regulations. Should any pollutant, hazardous material, toxic substance, contaminated waste or solid waste be released on the Leasehold, for any reason, in any quantity, Lessee shall notify all appropriate governmental entities of such an event, and then immediately thereafter notify the Lessor, and shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the release, including but not limited to penalties.
29. **Water Quality Testing.** Prior to commencing drilling operations, Lessee, at its sole cost and expense, shall test the water quality of Lessor's water source(s) located within two thousand feet (2,000') of Lessee's well pad that are identified by Lessor as currently utilized for human and/or domestic livestock consumption. Lessor's water sources being tested must have functioning pumps installed. Samples from Lessor's water source(s), covered by this agreement, will be analyzed for Lessee's standard baseline parameter list of general water quality indicators including methane levels. Testing of Lessor's water supply shall be conducted by an independent testing laboratory, selected by Lessee, having state and/or National Environmental Laboratory Accreditation Program (NELAP) accreditations. In the event Lessor claims that Lessee's drilling operations have adversely and materially affected Lessor's water source(s), Lessee shall again test Lessor's water source(s) to ensure that said water supply is not or has not been adversely and materially affected by Lessee's drilling operations, including changes in flow or quality, color, smell or taste. Lessor shall be notified prior to any water sampling events, and Lessor or its agents or representatives shall have the right to be present during such events. The results of these tests will be provided to Lessor within 30 days of

Lessee's receipt of the final results from the independent testing laboratory unless otherwise required by state or regulatory agency. Only non-invasive means of testing shall be used; Lessee shall not be required to pull pumps, move windmills, etc. In the event the water quality of such water source(s) is reduced and/or materially and adversely altered or polluted primarily as a result of Lessee's operations, Lessee shall take any and all reasonable steps to restore the water supply to its condition prior to Lessee's operations. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor's use of the damaged water supply prior to Lessee's operation and shall comply with all applicable regulations of the State of Ohio and the Federal government. Lessee shall not be responsible for diminished water quality of Lessor's water source(s) due to causes out of Lessee's control, including but not limited to seasonal variability and drought conditions.

30. **Water Quantity Testing.** In addition to the water quality testing outlined, Lessee shall conduct water quantity testing of Lessor's registered water wells located within two thousand Feet (2,000') of Lessee's well pad that are identified by Lessor as currently utilized for human and/or domestic livestock consumption. Lessor hereby acknowledges that invasive water quantity testing is accompanied with inherent risk, not all of which can be prevented, mitigated, or rectified by Lessee. Lessee shall not be liable for normal use of a water source including, but not limited to the wear and tear of mechanical components and tubing.

Such testing shall be conducted prior to the commencement of drilling operations on the Leasehold. In the event Lessor claims that Lessee's drilling operations have adversely and materially diminished the quantity of said water source(s), Lessee shall again test Lessor's water source(s) to ensure that the quantity of said water wells has not or has not been adversely and materially diminished by Lessee's drilling operations. Lessee shall bear sole responsibility for any and all costs associated with water quantity testing conducted by Lessee. The results of these tests will be provided to Lessor within 30 days of Lessee's receipt of the final results from the independent testing laboratory unless required otherwise by state or regulatory agency. Lessee shall not be responsible for diminished water quantity of Lessor's water source(s) due to causes out of the Lessee's control, including but not limited to seasonal variability and drought conditions..

All samples drawn in order to meet the requirements of this section shall be taken from an available cold water spigot nearest to the water well (prior to any home treatment system, whenever possible). Such water quantity testing shall utilize a timed bucket test to measure the flow rate of Lessor's water well at full open valve position (based on the current mechanical configuration of Lessor's water well) in addition to a water level measurement in Lessor's water well. Such water quantity testing shall be obtained only from readily accessible and safe water well locations, as deemed by Lessee. Lessor shall provide Lessee with information about Lessor's water well based, including but not limited to the completion of Lessee's Water Supply Survey and the registered Well Log records (completed at the time of installation of the water well) within 30 business days of receipt.

In the event water quantity measuring equipment cannot be retrieved from Lessor's well, Lessee shall undertake reasonable efforts to retrieve such equipment and shall be solely responsible for the costs associated with such efforts. Further, Lessee shall not be liable for potential future costs or liability of mechanical equipment in Lessor's well if, at the conclusion of water quantity testing, the equipment remains functioning at pre-testing conditions.

Should the quantity of Lessor's water well be reduced primarily as a result of Lessee's operations, as determined by a court or state agency having competent jurisdiction, Lessee shall take all reasonable and prudent steps to restore water quantity to its pre-existing condition as noted at the time of Lessee's pre-drill water quantity testing or compensate Lessor for the damage and inconvenience caused thereby.

In the event the water quantity of Lessor's water well is reduced as a result of Lessee's operations, as determined by a court or state agency having competent jurisdiction, Lessee shall take any and all reasonable steps to restore quarter quantity to its condition prior to Lessee's operations as noted at the time of Lessee's pre-drill water quantity testing or compensate Lessor for the damage and inconvenience caused thereby. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor's use of the damaged water supply prior to Lessee's operation and shall comply with all applicable regulations of the State of Ohio and the Federal government.

31. **Water Usage.** Lessee agrees not to use any surface or subsurface water from the Leasehold, including water from Lessor's wells, ponds, springs, lakes, reservoirs or creeks located on the Leasehold, without Lessor's written consent and agreement with Lessor, separate from this Lease. Lessee shall not drill or operate any water well, take water, or inject any substance into the subsurface, or otherwise use or affect water in subsurface water formations. In the event any of Lessee's operations under the Lease damage, disturb, contaminate, pollute, or injure any water sources on the Leasehold, Lessee shall take prompt action to correct any such damage, contamination, pollution, disturbance or injury at its sole expense.

32. **Prudent Operator** Lessee will conduct all operations as a prudent operator; and will attempt to secure a market for production from a well.

33. **R.C. §307.11.** The Lease term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

LESSOR:

The Belmont County Board of Commissioners

J. P. Dutton /s/

By: J.P. Dutton, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

Josh Meyer /s/

By: Josh Meyer, Commissioner

Upon roll call the vote was as follows:

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

RECESS

**Reconvened Monday, November 16 at 12:15 p.m. Present: Commissioners Dutton and Echemann and Clerk Bonnie Zuzak
Absent: Commissioner Meyer**

Budget Hearings-Present: Assistant Clerks Jaclynn Smolenak and Lisa Vannoy

2021 budget requests were reviewed with each department. Mr. Dutton advised all departments that there is a lot of uncertainty with the 2021 budget due to COVID-19. Some counties did layoffs and furloughs early on due to the financial crunch, but they decided not to do that. He said they have been monitoring the effects of COVID-19 on the budget and meet regularly with the Auditor for discussions. Things are recovering to some extent, but not as quickly as other counties. He thinks this is due to the fact that we are more retail dependent, decreased traffic on I-70 and a decrease in the oil and gas activity in the county. Mr. Dutton said we should know more by the end of the month, but is hoping to have at least the same appropriation amount as last year which would be the best case scenario. He said the CARES Act funding may fill some of the budget gaps. He added the last thing they want to do is cut staff or services.

JUVENILE/PROBATE/SARGUS-Present: Judge Al Davies, Jennifer Shunk, Court Administrator, Sargus Director D.J. Watson and Lisa Rine, Sargus Financial Officer. Ms. Shunk said she is concerned about the funding that is coming in, they will need to lay off employees with a decrease in funding. She said one Probate employee will be retiring September 1, 2021. The payout will be approximately \$16,000. They have no room in the budget to get someone in to train for that position. Ms. Shunk said they have enough funds to get by for the rest of the year, but will need an additional \$150,000 between Probate and Juvenile for next year. Mr. Dutton said their goal is to finalize the appropriations by mid-December.

November 10, 2020

Mr. Watson said the appropriation that Sargus received this year will work for them in 2021. He said the CARES Act reimbursements they received worked out well. Mr. Watson noted there is a 3% wage increase in the union contract for 2021. He said it would be difficult to lay anyone off and operate to keep the building safe. Mr. Watson said there is one employee who may retire and be rehired at a lower salary.

Judge Davies said he would like to maintain the current staffing and avoid layoffs and added there will be no raises for staff this year.

EMA-Present: Director Dave Ivan. Mr. Dutton asked what was purchased out of the other expenses and equipment lines. Mr. Ivan said they are used for computers, office supplies and water, if needed, for an event. He said now that Becky Horne, Administrative Assistant is paid hourly instead of salary overtime will need to be paid if worked. Mr. Ivan noted \$55,000 will be coming back to the coffers from the EMPG grant. He said the computers' hard drive will be updated using funds that were received from XTO.

PORT AUTHORITY-Present: Director Larry Merry. Mr. Merry said \$183,785 is what is needed to run Port Authority for 2021. \$62,925 was given to Port Authority from the General Fund in 2020.

JAIL NURSES-Present: Head Nurse Deb Butler. Ms. Butler said they are short-staffed right now. Since June she has lost two full-time LPN's and two full-time RN's. A new nurse will be starting November 23rd. She said the Medical Director Dr. Cholak decided to stay until the end of his contract which is June 20, 2020.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 3:03 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 3:03 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of November,2020.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Commissioner Meyer – Absent_____

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

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK