

St. Clairsville, Ohio

November 22, 2022

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

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

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

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

IN THE TOTAL AMOUNT OF \$1,124,213.58

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0181-A003-A06.011 Contract Services	E-0181-A003-A09.003 PERS	\$15,000.00
E-0181-A003-A06.011 Contract Services	E-0181-A003-A11.000 Other Expenses	\$5,000.00

K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-2812-K000-K16.013 Cont-Projects	E-2811-K000-K07.000 Expenses	\$500.00

S12 PORT AUTHORITY

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S01.002 Salary	\$5,621.05

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-98991-Y091-Y12.500 HSA Fund	\$175.31

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

K00 M.V.G.T. FUND AND N53 CAP PROJECT RES RESURF & PVMT MARKS/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9053-N053-N04.574 Transfers In	\$600,000.00

K00 M.V.G.T. FUND AND O39 BOND RETIR/ENGINEER

E-2810-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$1,000,000.00
E-2810-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$3,548.57

Y03 COUNTY AUTO LICENSE AND K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-9803-Y003-Y01.000 County Auto License	R-2810-K000-K20.574 Transfers In	\$300,000.00

Y04 GASOLINE TAX/ENGINEER

FROM	TO	AMOUNT
E-9803-Y004-Y01.000 Gasoline Tax	R-2810-K000-K20.574 Transfers In	\$2,800,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

**** JANUARY 05, 2022****

Y03 COUNTY AUTO LICENSE/ENGINEER

E-9803-Y003-Y01.000	County Auto License	\$100,000.00
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Y04 GASOLINE TAX/ENGINEER

E-9803-Y004-Y01.000	Gasoline Tax	\$2,800,000.00
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****NOVEMBER 22, 2022****

K00 M.V.G.T. FUND/ENGINEER

E-2812-K000-K16.013	Contracts-Projects Road	\$1,100,000.00
E-2813-K000-K26.000	Materials-Bridges	\$50,000.00
E-2813-K000-K29.011	Contract Services-Bridge	\$50,000.00
E-2813-K000-K30.013	Contract Projects-Bridge	\$300,000.00
E-2813-K000-K40.074	Transfers Out	\$1,600,000.00

N53 CAP PROJECTS RES RESURF & PVMT MARKS/ENGINEER

E-9053-N053-N09.055	Construction	\$600,000.00
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O39 BOND RETIR/ENGINEER

E-9218-O039-O05.050	Principal Payment	\$1,000,000.00
E-9218-O039-O05.050	OPWC Loan Payment	\$3,548.57

Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$203,208.65
E-9801-Y001-Y03.000	Township-Permissive Tax	\$68,723.75
E-9801-Y001-Y05.000	Pease Township	\$3,540.00
E-9801-Y001-Y06.000	Goshen Township	\$1,648.00
E-9801-Y001-Y07.000	Warren Township	\$2,613.00
E-9801-Y001-Y08.000	Pultney Township	\$3,608.00
E-9801-Y001-Y09.000	Flushing Township	\$588.00

E-9801-Y001-Y10.000	Colerain Township	\$1,246.50
E-9801-Y001-Y11.000	Kirkwood Township	\$157.50
E-9801-Y001-Y12.000	Mead Township	\$676.50
E-9801-Y001-Y13.000	Richland Township	\$2,268.00
E-9801-Y001-Y14.000	Smith Township	\$522.00
E-9801-Y001-Y15.000	Somerset Township	\$387.00
E-9801-Y001-Y16.000	Union Township	\$709.50
E-9801-Y001-Y17.000	Washington Township	\$157.50
E-9801-Y001-Y18.000	Wayne Township	\$300.00
E-9801-Y001-Y19.000	Wheeling Township	\$567.00
E-9801-Y001-Y20.000	York Township	\$466.50
<u>Y03 COUNTY AUTO LICENSE/ENGINEER</u>		
E-9803-Y003-Y01.000	County Auto License	\$200,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated November 22, 2022, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows: DJFS-Jennifer Fietz and Megan Maffe to Biloxi, Mississippi, on January 25-28, 2023, to attend the Annual Guld Coast Social Work Conference. Estimated cost: \$3,076.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 16, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF SETTING DATES AND TIMES FOR TWO PUBLIC HEARINGS TO INCREASE COUNTY'S REAL PROPERTY AND MANUFACTURED HOME TRANSFER TAX

Motion made by Mr. Meyer, seconded by Mr. Dutton to set the dates and times for two (2) public hearings to increase the county's real property and manufactured home transfer tax in accordance with ORC Section 322.02 and 322.06.

LEGAL NOTICE

A public hearing will be held at 10:00 a.m., on Wednesday, December 14, 2022 and at 10:00 a.m. on Wednesday, December 21, 2022, in the Commissioners' meeting room at the Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950. The public hearing is regarding the increase to the county's real property and manufactured home transfer tax in accordance with ORC Section 322.02 and 322.06. The proposed permissive increase would be an additional 10¢ per hundred dollars of value (\$1.00 per thousand). The tax is paid at the time of the transfer of property. The proposed tax, if enacted, would become effective on February 1, 2023. The public hearings are open to all citizens and any person or organization desiring to speak on this matter will be afforded the opportunity to be heard.

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

Times Leader Advertisement: Two (2) Fridays, November 25, 2022 & December 2, 2022

Upon roll call the vote was as follows:

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

Mr. Meyer said the tax has not been increased since the 1970's.

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM AMERICAN LEGION POST 159/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to acknowledge receipt of a \$1,000.00 donation from American Legion Post 159, to Senior Services of Belmont County for general support.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the following:

RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the need of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county job and family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county job and family services agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners hereby assigns authority to Jeffery Felton BCDJFS Director, to serve as the Belmont County Board of Commissioners' designee and hereby grants Jeffery Felton the authority to sign the inter-county adjustment agreements on behalf of Belmont County for the period January 1, 2023 through December 31, 2023, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL PPH0363 FROM H.E. NEUMANN COMPANY/PORT AUTHORITY OFFICE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve proposal PPH0363 from H. E. Neumann Company in the amount of \$2,582.00 for labor and materials to replace the PTAC Unit serving the Belmont County Port Authority Office located in Annex III.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE NUMBER 1233 FROM DIGITAL DATE COMMUNICATIONS, INC/AUDITOR'S OFFICE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Quote Number 1233 from Digital Data Communications, Inc., in the amount of \$40,616.69 for one (1) Dell PowerEdge Virtual Server, one (1) Sonicwall Next Generation Firewall and accessories needed for the Belmont County Auditor's office.

Upon roll call the vote was as follows:

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

Mr. Meyer noted the server is filled to capacity.

IN THE MATTER OF THE VACATION OF A PORTION OF EAST AVE. (TWP. RD. 1260) GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP 1190

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the following Public Road Petition for the vacation of a portion of East Avenue (Twp. Rd. 1260) located in Goshen Township, Sec. 12, T-7, R-5 and recorded in Cabinet B Slide 213 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 #1190 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.045
WITH PETITION
Belmont County, Ohio**

**10/20/2022
IMP-1190**

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 a portion of East Ave. (Twp. Rd. 1260) Goshen Twp Sec. 12, T-7, R-5 Proposed Lynn Addition to Belmont Cab. B Sld. 213

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:

Vacation of 320' of East Ave. beginning at the southeast corner of parcel 09-00995.000 heading in a northern direction to the northwest corner of parcel 09-01083.000 in the width of 40'.

**PUBLIC ROAD PETITION
TAX MAILING ADDRESS (PLEASE PRINT)**

NAME (SIGN & PRINT)

<u>Linda K. Blake /s/</u>	<u>64180 Lynn Ave.</u>
<u>Linda K. Blake</u>	<u>Belmont, OH 43718</u>
<u>R Dale Blake /s/</u>	<u>64180 Lynn Ave</u>
<u>R. Dale Blake</u>	<u>Belmont Oh 43718</u>
<u>Keith Bethel</u>	<u>42469 Green St</u>
<u>Keith Bethel /s/</u>	<u>Belmont Oh 43718</u>
<u>Jackie McCombs /s/</u>	<u>200 West Main Street</u>

Jackie McCombs	Belmont, Ohio 43718
<i>Jerry McCombs /s/</i>	413 GORDON ST
<i>JERRY McCOMBS</i>	BELMONT, OH 43718
<i>Shirly McCombs /s/</i>	413 Gordon St
Shirly McCombs	Belmont OH 43718
JAY Kostela	42481 Green St Belmont OH
<i>Jay Kostela /s/</i>	43718
Joyce BROWN	42443 Green St., Belmont, Oh 43718
<i>Joyce Brown /s/</i>	
<i>Bernice E. Chase</i>	101 First Alley
Bernice A. Chase	Belmont, Ohio 43718
<i>Jerry P. Chase by Bernice E. Chase POA /s/</i>	101 First Alley
Jerry P. Chase	Belmont, Ohio 43718
<i>Kenneth L Davis /s/</i>	P.O. Box 234
Kenneth L Davis	Belmont, Ohio 43718
Jason Fowler	43270 Belmont Centerville Rd
<i>Jason Fowler /s/</i>	Belmont, OH 43718
Tony Carkhuff	200 East Main Street
<i>Tony Carkhuff /s/</i>	Belmont OH 43718
Rhonda Carkhuff	200 East Main St.
<i>Rhonda Cerkhuff /s/</i>	Belmont, OH 43718
Renee Garcia	42385 High St.
<i>Renee Garcia /s/</i>	Belmont, OH 43718
<i>Larry Brown /s/</i> Larry Brown	42443 Green St Belmont Ohio

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION
OF A PORTION OF EAST AVE. (TWP. RD. 1260)
GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP 1190**

Office of County Commissioners

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. 1190**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 22nd day of November, 2022 at the office of the Commissioners with the following members present:

- Mr. Meyer
- Mr. Dutton
- Mr. Echemann

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, 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 a portion of East Avenue (Twp. Rd. 1260), Goshen Township, Section 12, T-7, R-5.

RESOLVED, That the 7th day of December, 2022 at 11:30 o'clock A.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 14th day of December, 2022, 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. Dutton seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

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

Adopted November 22, 2022

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. # 1190**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of East Avenue (Twp. Rd. 1260) located in Goshen Twp. Sec. 12, T-7, R-5, a public road, the general route and termini of which Road are as follows:

Vacation of 320' of East Ave. beginning at the southeast corner of parcel 09-00995.000 heading in a northern direction to the northwest corner of parcel 09-01083.000 in the width of 40'.

Said Board of County Commissioners has fixed the 7th day of December, 2022, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 14th day of December, 2022, 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 28, 2022 and December 5, 2022

**IN THE MATTER OF ADOPTING RESOLUTION
TEMPORARILY REDUCING LEGAL AXLE LOAD
LIMIT ON WAYNE TOWNSHIP ROADS/ENGINEER**

Motion made by Mr. Meyer seconded by Mr. Dutton to adopt the following:

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon; and

Whereas, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%); and

Whereas, the Belmont County Engineer has recommended that the Wayne Township Trustees' request be granted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2022 and ending April 15, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE
AGREEMENT WITH OHIO GATHERING COMPANY/ENGINEER**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a Roadway Use Maintenance Agreement with Ohio Gathering Company, effective November 22, 2022, for the use of 3.27 miles of CR-92 and bridges SFN 0731391 AND SFN 0734276 for drilling activity for the Faye to Crum Pipeline

Note: Bond #285070614 for \$327,000 on file for the road portion and Bond #285070613 for \$200,000 on file for the bridge portion.

**BELMONT COUNTY OHIO
ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between Belmont County Commissioners, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose address is 43050 Industrial Park Road, Cadiz, Ohio 43907 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Wayne Township, in Belmont County, Ohio and is required by law to keep such roads in good repair: and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Faye to Crum Pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Faye to Crum Pipeline] (hereafter collectively referred to as "oil and gas development site") located in Wayne Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 3.27 miles of CR-92 (County Road 92), for the purpose of ingress to and egress from the [Faye to Crum Pipeline], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Faye to Crum Pipeline] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges, SFN 0731391 and SFN 0734276, thereon because of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply.

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, because of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the Township detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 92, to be utilized by Operator hereunder, portion beginning at the intersection of SR-26 (New Castle Road) and ending at the intersection of SR-148 (Captina Road), Two bridges, SFN 0731391 and SFN 0734276 **RUMA shall include all of CR 92.**
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the Township, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the Township, as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and Wayne Township. The maintenance of roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

- 3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
- 4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to ensure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 327,000 & 00/100 DOLLARS (\$ 100,000 .00) per mile. **An additional bond for bridge(s) 200,000 & 00/100 DOLLARS (\$ 100,000 .00) per bridge.** However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.

The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load, and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

- 5. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- 6. If Authority determines that any additional traffic signage is needed, or desired, because of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. If any other safety concerns should arise during this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the Township/County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

Operator shall protect, save, indemnify, and hold the Authority, its officials, agents, and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed because of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

- 7. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 8. In any event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 9. Agreement shall be governed by the laws of the State of Ohio.
- 10. This Agreement shall be in effect on November 22, 2022.

Executed in duplicate on the dates set forth below.

Authority

By: Josh Meyer /s/
Commissioner/Trustee

By: J. P. Dutton /s/
Commissioner/Trustee

By: Jerry Echemann /s/

By: Terry Lively /s/

Belmont County Engineer

11-22-22

Dated:

Approved as to Form:

David K. Liberati /s/ Assist PA

Upon roll call the vote was as follows:

Operator

By: Ryan Alderson /s/

Printed name: Ryan Alderson

Company Name: Ohio Gathering Company, LLC

Title: Permit Supervisor

Dated:

10/12/2022

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

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR BELMONT COUNTY SHERIFF'S DEPARTMENT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the purchase of one (1) 2017 Ford Explorer, for a cost of \$31,395.00, from Asia Motors, Inc., based upon the recommendation of Sheriff Dave Lucas.

Note: This is an additional vehicle for their fleet and will be assigned to the Patrol Division. This will be paid for by the Belmont County Commissioners' General Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION OF NOVEMBER 16, 2022, APPROVING THE PURCHASE OF ONE 2019 FORD EXPLORER SPORT/SHERIFF'S DEPARTMENT

Motion made by Mr. Meyer, seconded by Mr. Dutton to rescind the motion made on November 16, 2022, approving the purchase of one (1) 2019 Ford Explorer Sport, for a cost of \$34,107.05, from Bergey's Ford of Lansdale, based upon the recommendation of Sheriff Dave Lucas.

Note: The vehicle has a sun roof so a light bar cannot be installed.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING MOTION MADE ON NOVEMBER 9, 2022 ENTERING INTO OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA LLC

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion made on November 9, 2022 to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, for the corrected effective date of November 22, 2022, in the amount of \$4,500 per net leasehold acre for the corrected acreage of 5.8128 acres located in Richland Township, for a five-year term, 20% royalty. Total Payment Corrected Amount: \$26,157.60.

Note: An additional 0.0181 acres was added.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 22ND day of NOVEMBER, 2022, by and between: **The Belmont County Board of Commissioners, by Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

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

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

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

Township: 7; Range: 4; Sections: 29 (SE ¼) & 23 (SW ¼): Tax Parcel No.: Unknown (Portion of Atkinson Road located in Brookfield Lane, Cab. F, Slide 69), Containing 0.7088 acres
Township: 7; Range: 4; Section: 29; SE ¼: Tax Parcel No.: Unknown (Including all roadways located in Hawks Eye 1st Addition, Cab. E, Slide 273), Containing 4.508 acres
Township: 7; Range: 4; Sections: 29 (SE ¼) & 23 (SW ¼): Tax Parcel No.: Unknown (Includes portion of Hammond Road, a/k/a Township Road 99, located in Ross Estates, Cab. E, Slide 326), Containing 0.596 acres

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

and described for the purposes of this agreement as containing a total of 5.8128 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 22, 2022 (effective date) to 11:59 P.M. NOVEMBER 21, 2027 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a

change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

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

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

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

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

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

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

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

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

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands

pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

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

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

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

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

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

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

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

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

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

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

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not

terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

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

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

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

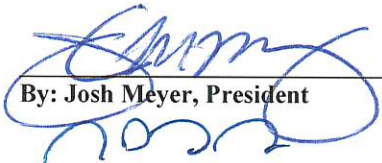
IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.

LESSOR:

LESSEE:

The Belmont County Board of Commissioners

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


By: Josh Meyer, President

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

By: J.P. Dutton, Vice President


By: Jerry Echemann, Member

APPROVED AS TO FORM:

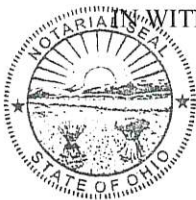

PROSECUTING ATTORNEY

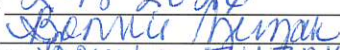
LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF BELMONT) SS:

On this, the 22ND day of NOVEMBER, 2022, before me, the undersigned officer, personally appeared **Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member of The Belmont County Board of Commissioners**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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



BONNIE ZUZAK
Notary Public, State of Ohio My Commission Expires: 2-18-2026
My Commission Signature/Notary Public: 
February 18, 2026 Name/Notary Public (print): BONNIE ZUZAK

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

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

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

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

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:48 A.M.

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

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:04 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:04 a.m.
Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are two motions to be considered at this time.

**IN THE MATTER OF APPROVING MOVING ALEXA BROWN
FROM PRN LICENSED PRACTICAL NURSE TO INTERMITTENT
LICENSED PRACTICAL NURSE/JAIL**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve moving Alexa Brown from PRN Licensed Practical Nurse to Intermittent Licensed Practical Nurse at the Belmont County Jail, effective November 22, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MOVING JAMIE RANDALL
FROM INTERMITTENT LICENSED PRACTICAL NURSE
TO PART-TIME PRACTICAL NURSE/JAIL**

Motion to approve moving Jamie Randall from Intermittent Licensed Practical Nurse to part-time Licensed Practical Nurse at the Belmont County Jail, effective November 22, 2022.

Upon roll call the vote was as follows:

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

Mr. Meyer noted the PRN position is no longer effective and Ms. Randall was close to exceeding her hours allotted for the intermittent position.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:42 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 10:42 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of November, 2022.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

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

Josh Meyer /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK