

St. Clairsville, Ohio

October 4, 2023

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

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

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

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

IN THE TOTAL AMOUNT OF \$692,708.27

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:

H00 PUBLIC ASSISTANCE/BCDJFS

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H07.000 Purchase of Services	\$175,000.00

W20 LAW LIBRARY

FROM	TO	AMOUNT
E-9720-W020-W07.000 Supplies	E-9720-W020-W02.002 Salary	\$3,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0051-A001-A10.000 Professional Services	R-2210-E001-E17.574 Transfers In	\$5,833.33

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 date:

****JANUARY 10, 2023****

A00 GENERAL FUND

E-0131-A006-A16.000	Other Expenses	\$7,000.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS

FOR HSA CHARGEBACKS/OCTOBER 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HAS Chargebacks for October 2023.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	233.84
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	62.90
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	170.94
		TOTALS	467.68

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 October 4, 2023, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR THE MONTH OF SEPTEMBER 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor’s Office:

- Monthly Financial Report for the month of September 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF SEPTEMBER 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer’s Office:

- Interest Report and Investment Portfolio for the month of September 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows: DJFS-Annika Burge and Megan Stuckey to Springfield, MO, on September 29-30, 2023, to transport a foster child to residential placement. Estimated expenses; \$2,119.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 27, 2023.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement: The Board of Commissioners’ regular meeting will be held at 9:00 a.m. on Thursday, October 12, 2023, instead of Wednesday, October 11, 2023, due to a scheduling conflict.

IN THE MATTER OF ACCEPTING RETIREMENT OF JOAN OFAT, FULL-TIME HOUSEKEEPING/MAINTENANCE/BUILDING & GROUNDS

Motion made by Mr. Dutton, seconded by Mr. Echemann to a accept the retirement of Joan Ofat, full-time Housekeeping/Maintenance at Belmont County Building and Grounds, effective October 31, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE MENTAL HEALTH AND RECOVERY BOARD

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the appointment of Ms. Jayme Yanok to the Mental Health and Recovery Board, effective immediately through June 30, 2027, based upon the recommendation of the Mental Health and Recovery Board.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM WHEELING SPRING SERVICE CO/BUILDING & GROUNDS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from Wheeling Spring Service Co., in the amount of \$7,900.00, for a 7.5 foot snow plow for the Building and Grounds Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING SENDING THE REQUEST FOR REIMBURSEMENT #1/DOG PARK

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve sending in Request for Reimbursement #1, in the amount of \$19,906.26, to the Ohio Department of Natural Resources for reimbursement from the Natureworks Grant No. BELM-033 for the Belmont County Dog Park.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER WITH AUDITOR OF STATE FOR AUDIT YEAR ENDING DECEMBER 31, 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the **Engagement Letter** with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ending December 31, 2023, at an estimated cost of not to exceed \$ 110,250.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR JOYCE M. SHRODES/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Joyce M. Shrodes, for a mortgage deed dated April 13, 2018, as recorded in Volume 0760 pages 687-689 in the Belmont County Recorder’s Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated April 13, 2018 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0760 at pages 687-689 and executed by Joyce M. Shrodes to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

10-4-23
Date

Belmont County Commissioners:

By: J. P. Dutton /s/
J. P. Dutton, President
Jerry Echemann /s/
Jerry Echemann
Josh Meyer /s/
Josh Meyer

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE FORMER COUNTY HOME AND WATER SANITATION BUILDING

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the following, based upon the recommendation of Vic Greco, Mills Group, Project Architect:

- Former County Home & Water Sanitation Building Asbestos Abatement project to low bidder Reclaim Company, LLC, in the amount of \$20,000.00.
- Former County Home & Water Sanitation Building Demolition project to low bidder Raze International in the amount of \$170,956.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE ADDENDUM TO THE COMMUNITY CORRECTIONS GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION ON BEHALF OF ADULT PROBATION OFFICE FY 2024/2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the addendum to the *Community Corrections Grant Agreement* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2024/2025.
Note: Important information/language was missing from the addendum signed on August 23, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT TO THE 2023-2024 AMERICAN RESCUE PLAN ACT (ARPA) PURCHASE OF SERVICES AGREEMENT FUNDED BY AREA AGENCY ON AGING REGION 9

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the amendment to the 2023-2024 American Rescue Plan Act (ARPA) Purchase of Services Agreement funded by Area Agency on Aging Region 9, Inc., on behalf of Senior Services of Belmont County, effective January 1, 2023 through September 30, 2024.

Note: The amendment adds an additional \$77,077 in funding and additional services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE VOCA AND SVAA GRANT AWARD AND ACCEPTANCE FORM FOR BELMONT COUNTY PROSECUTOR’S VICTIM ASSISTANCE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the VOCA and SVAA Grant Award and Acceptance Form for the Belmont County Prosecutor’s Victim Assistance grant for the period of October 1, 2023 through September 30, 2024 as follows:

Award Number: 2024-VOCA-135499450: VOCA Award: \$31,226.00
Award Number: 2024-SVAA-135499496: SVAA Award: \$ 6,640.0
Federal Award Number: 15POVC-23-GG-00458-ASSI
Federal Award Period: October 1, 2022-September 30, 2026

Upon roll call the vote was as follows:

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

Present: Jamie Betts and Chad Zambori, CARES Coordinators, Cumberland Trail Fire Chief Tim Hall, Rob Sproul, Deputy Health Commissioner, Crystal Lorimor, CIC Director and Lisa Ward, Mental Health and Recovery Board Executive Director. Chief Hall thanked the Board of Commissioners and others for being dedicated to the program. He said working together is a benefit to the residents of the county. Mr. Betts said the program started in November 2022 and it has been very busy. He added he’s been working a lot with mental health issues. Mr. Zambori has been added as an additional CARES Coordinator. Mr. Betts said they want to reduce the calls to 911 and find help that is needed for the residents of Belmont County.

OPEN PUBLIC FORUM-Several residents voiced their concerns about the recent euthanizations of dogs at the Animal Shelter. They also questioned why volunteers are being denied. Mr. Dutton said there are currently volunteers at the shelter. He said space is currently an issue as it is across the country. “We are doing the best we can in Belmont County to continue to keep our doors open. We are overcrowded at Belmont County. We have used every single bit of space we can at our facility and will continue to do so. We do need animals to be adopted,” said Mr. Dutton. Candace Fleagane, Cat Stray Shun, said, “These people who work at the shelter are caring, compassionate people and they spend many hours after work trying to find other rescues and other shelters that can take our dogs.” Kassidy Traczyk, St. Clairsville, suggested a foster program. Ms. Fleagane said there are certain types of dogs that can’t be fostered and no one has come forward to foster. Melissa Karkowski, St. Clairsville, said she has been a big supporter of the shelter until recently. She questioned who determines if the dogs are aggressive. Mr. Dutton said the staff is the determining factor. Mr. Meyer said the staff is with the animals daily and they know the animals. Ms. Karkowski feels the process for adopting a dog is too strict. Mr. Dutton said the county must place restrictions for safety purposes.

RECESS

Domestic Violence Awareness Month Proclamation
Present: Chelsea Scott, Executive Director and Megan Talkington, Community Education Coordinator, Tri-County Help Center, Lisa Ward, Mental Health Recovery Board, Executive Director and Jamie Betts and Chad Zambori, CARES Coordinators.
Ms. Talkington said they offer mental health counseling for ages 13 and up. They also provide parenting classes, domestic abuse intervention program, provides help navigating the legal system and have rape crisis advocates. They work with local schools, fire departments and others. Ms. Scott said they offer telehealth services and have a chat feature on their website. Ms. Ward said they partner and provide support to Tri-County.

IN THE MATTER OF ADOPTING THE PROCLAMATION DECLARING OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Domestic Violence Awareness Month Proclamation.

PROCLAMATION DECLARING OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, every person has the right to live in a non-violent home and community. It is the goal of this administration for our communities to be safe; and
WHEREAS, the problem of domestic violence affects all citizens of Belmont County, and is not confined to any particular race, gender, age, social, religious, ethnic, geographic or economic group; and
WHEREAS, 1 in 3 teenagers, 1 in 4 women, and 1 in 7 men will experience domestic violence during their lifetime with 1 in 15 children exposed to domestic violence each year; and
WHEREAS, the most dangerous time for a victim is when they leave their abuser at 70 times more likely to be murdered after leaving an abusive partner, and 72% of murder-suicides involve intimate partners; and
WHEREAS, domestic violence is the third leading cause of homelessness among families; and
WHEREAS, the financial impact of domestic violence through lifetime economic costs associated with medical services, lost productivity from paid work, criminal justice, and other costs was \$3.6 trillion; and
WHEREAS, the crime of domestic violence violates an individual’s privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and
WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and
WHEREAS, survivors of violence should have access to medical, legal, counseling, housing, and other supportive services so that they can escape the cycle of abuse; and
WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide service to victims of domestic violence and work to increase public understanding of this significant problem; and
NOW, THEREFORE, BE IT RESOLVED, in recognition of the important work done by Tri-County Help Center, Inc. and other victim service providers, the Belmont County Commissioners do hereby recognize October as "Domestic Violence Awareness Month". This month let us remember the victims of domestic violence, celebrate the survivors, and work together to eliminate domestic violence from our community. Adopted this 4th day of October, 2023.

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:34 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Erin McVay, HR Generalist, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:55 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:55 a.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said there is one motion to be considered as a result of executive session.

IN THE MATTER OF ACCEPTING RESIGNATION OF ROBERT KOVACK, PART-TIME MEDICAL DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Robert Kovack, part-time medical driver at Senior Services of Belmont County, effective October 6, 2023.
Upon roll call the vote was as follows:

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

RECESS

Reconvened at 12:57 p.m. for further motions to be considered.

IN THE MATTER OF APPROVING THE QUIT CLAIM DEED
CONVEYING PARCEL NO. 34-60012.000-44-B TO TERA HOLDINGS, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Quit Claim Deed hereby conveying Parcel No. 34-60012.000-44-B located in Richland Township, to Tera Holdings, LLC.

QUIT CLAIM DEED

The Board of County Commissioners, Belmont County, Ohio, for valuable consideration paid, grants to **Tera Holdings, LLC, an Ohio limited liability company**, whose tax mailing address is 47210 Belmont Warnock Road, Belmont, Ohio, 43718, the following real property:

Situated in the City of St. Clairsville, County of Belmont, State of Ohio, and being a part of Lot Numbered Forty-Four (44) as shown on the recorded plat of the City of St. Clairsville, recorded in Deed Book A, Page 27, and being more particularly described as follows:

Beginning for a description at a cross cut in the concrete sidewalk at the Southeast corner of said Lot Numbered Forty-Four (44) and on the North property line of Main Street. Thence from this place of beginning and along the dividing line between Lots Numbered Forty-Four (44) and Thirty-Six (36), N. 19° 00’ W. 165.00 feet to an iron pin on the South line of a 16.50 foot alley; thence with the South line of said alley, S. 71° 30’ W. 38.00 feet to an iron pin; thence S. 19° 00’ E. 165.00 feet to a point on the North line of Main Street; thence therewith, N. 71° 30’ E. 38.00 feet to the place of beginning, and containing 6,270.00 square feet, more or less.

The above description was prepared by Shriver and McFarland, Surveyors, after survey on or about September 25, 1962. Being the same premises conveyed to The Board of County Commissioners, Belmont County, Ohio by Deed recorded in Volume 511, Page 16 of the Recorder of Deeds of Belmont County, Ohio.

Excepting and reserving to the Grantor, its successors and assigns, any and all interest Grantor may have in coal, oil, gas, or other minerals beneath the surface of the premises conveyed. Grantor further excepts and reserves any interest Grantor may have in any oil and gas leases on the premises conveyed.

Prior Deed Reference: Volume 511, Page 16 Belmont County Deed Records.

Auditor Permanent Parcel No. 34-60012.000-44-B

Executed this 4th day of October, 2023.

<u>J. P. Dutton /s/</u>	<u>Jerry Echemann /s/</u>
J. P. Dutton, Commissioner	Jerry Echemann, Commissioner
<u>Josh Meyer /s/</u>	
Josh Meyer, Commissioner	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUIT CLAIM DEED
CONVEYING PARCEL NO. 29-03503.000 TO MICHAEL W. DOYLE, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Quit Claim Deed hereby conveying Parcel No. 29-03503.000 located in Pultney Township, to Michael W. Doyle, LLC.

QUIT CLAIM DEED

The Board of County Commissioners, Belmont County, Ohio, for valuable consideration paid, grants to **Michael W. Doyle**, whose tax mailing address is 3330 Belmont Street, Bellaire, Ohio 43906, the following real property:

Situated in the Village of Bellaire, County of Belmont and State of Ohio, and known as and being Lot Number Eighteen (18) in Block 4, a strip of land of the uniform width of 6.50 inches off the entire northerly side of Lot Number Nineteen (19) in Block 4 and a strip of land of the uniform width of 9.00 inches off the entire southerly side of Lot Number Seventeen (17) in Block 4, as said lots are shown and designated on the map of the Village of Bellaire, of record in Volum 1, Page 63, 113, and 115, Record of Plats, Belmont County, Ohio. Cabinet E, Slide 83.

The part of said Lot No. 19 hereby conveyed is more particularly described as follows:

Beginning at the Northwest corner of said Lot No. 19. Thence from this place of beginning, and southerly with the westerly line of said Lot No. 19, 6.50 inches to the center of the northerly wall of the brick building situated on said Lot No. 19; thence easterly, and parallel with the northerly line of said Lot No. 19, and with the center line of said brick wall, 120.00 feet to the westerly line of an alley; thence northerly, and with the westerly line of said alley, 6.50 inches to the Northeast corner of said Lot No. 19 thence westerly, and with the northerly line of said Lot. No. 19, 120.00 feet to the place of beginning, containing 65.00 square feet, more or less.

Giving and granting to the Grantee herein, its successors and assigns, the right and privilege to use, as a partition wall, the stone and brick wall which is the northerly wall of the building situated on said Lot No. 19; subject to the right of the owners of said building to use said wall as a partition wall, all as set forth and provided in previous conveyances of the above described real estate, to which reference is hereby made for a more complete description thereof.

Said portion of Lot No. 18, hereinabove described and hereby conveyed being a strip of land of the uniform width of 9.00 inches off the entire southerly side of said Lot No. 17, is subject to the right of others to use and occupy the northerly half of the stone and brick wall 18.00 inches in width, the center line of which is situated for its entire length of 120.00 feet on the line dividing said Lot No. 17 and the above described Lot No. 18, all as set forth and provided in previous conveyances of the above described real estate, to which reference is hereby made for a more complete description thereof.

Excepting and reserving to the Grantor, its successors and assigns, any and all interest Grantor may have in coal, oil, gas, or other minerals beneath the surface of the premises conveyed. Grantor further excepts and reserves any interest Grantor may have in any oil and gas leases on the premises conveyed.

Prior Deed Reference: Volume 218, Page 325 Belmont County Deed Records.

Auditor Permanent Parcel No. 29-03503.000

Executed this 4th day of October, 2023.

<u>J. P. Dutton /s/</u>	<u>Jerry Echemann /s/</u>
J. P. Dutton, Commissioner	Jerry Echemann, Commissioner
<u>Josh Meyer /s/</u>	
Josh Meyer, Commissioner	

Upon roll call the vote was as follows:

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

**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 Commissioners and Ascent Resources - Utica, LLC, effective October 4, 2023, in the amount of \$6,500 per net leasehold acre for 166.24348 acres, located in Warren Township, for a five-year term, 20% royalty. Total Payment Amount: \$1,080,582.62.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 4th day of October, 2023, by and between: **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer 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 Warren, in the County of Belmont, in the State of Ohio, and described as follows:

Township: 8; Range: 6; Section: 4; NW ¼: Tax Parcel No.: 41-60002.000, Containing 1.2021 acres
Township: 8; Range: 6; Section: 4; NW ¼: Tax Parcel No.: 41-60002.001, Containing 63.9395 acres
Township: 8; Range: 6; Section: 10; NE & SE ¼: Tax Parcel No.: 41-60003.000, Containing 82.338 acres
Township: 8; Range: 6; Section: 10; SE ¼: Tax Parcel No.: 41-60003.001, Containing 17.004 acres
Township: 8; Range: 6; Section: 10; SE ¼: Tax Parcel No.: 41-60004.000, Containing 0.256 acres
Township: 8; Range: 6; Section: 10; SE ¼: Tax Parcel No.: 41-60005.000, Containing 1.19 acres
Township: 8; Range: 6; Section: 10; SE ¼: Tax Parcel No.: 41-60006.000, Containing 0.313875 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 166.24348 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. **October 4, 2023** (effective date) to 11:59 P.M. **October 3, 2028** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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




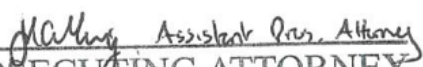
terminate, in whole or in part, because of such prevention or delay, and, at Lessee’s option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if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

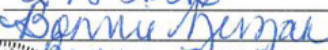
IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.


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

LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF BELMONT)
On this, the 4th day of OCTOBER, 2023, before me, the undersigned officer, personally appeared **J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Member of The Belmont County Board of Commissioners**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

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



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

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

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

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

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

Upon roll call the vote was as follows:		
Mr. Dutton		Yes
Mr. Echemann		Yes
Mr. Meyer		Yes

RECESS-Mr. Dutton said there could be one more matter for the board to address.

Reconvened Tuesday, October 10, 2023 at 9:13 a.m. with Commissioners Dutton, Echemann and Meyer present. The meeting was held open due to the consideration of the Lead Safe Grant program. The Commissioners and Treasurer met with Ohio Regional Development Corporation last week to discuss the grant program.

IN THE MATTER OF AUTHORIZING OHIO REGIONAL DEVELOPMENT CORPORATION TO APPLY FOR THE PY2023 LEAD SAFE OHIO ALLOCATION GRANT PROGRAM ON BEHALF OF BELMONT COUNTY AND ADMINISTER SAID PROGRAM

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

RESOLUTION

WHEREAS, Belmont County, hereinafter the “Grantee,” desires to take part in the PY2023 Lead Safe Ohio Allocation Program offered by the State of Ohio, Department of Development, Office of Community Development (OCD) in the amount of \$1,227,000 for the purpose of addressing lead poisoning prevention and mitigation; and

WHEREAS, the State of Ohio Department of Development, Office of Community Development, has offered 3 options for applying for the program, with Option No. 3 being that the County may appoint an agency to apply on the jurisdiction’s behalf ; and

WHEREAS, Ohio Regional Development Corporation, hereinafter the “Agency”, is an Ohio non-profit Corporation engaged in community and economic development, planning and housing, and located in Belmont County, Ohio, and has agreed to apply for the program on behalf of Belmont County and to administer the program within Belmont County, whereby ORDC will be the “Responsible Party” and will execute a grant agreement directly with the State of Ohio, Department of Development, Office of Community Enhancement; and

WHEREAS, this agreement is in effect until the PY2023 Lead Safe Ohio Allocation Program funds are expended and the funded activities are complete and closed out.

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

Section1: The Belmont County Commissioners hereby designate Ohio Regional Development Corporation as the “Appointed Agency” to apply for the PY2023 Lead Safe Ohio Allocation Program on behalf of Belmont County and to assume the role of “Responsible Party” for the \$1,227,000 in funds allocated to Belmont County.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 9:14 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:14 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of October, 2023.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

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

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK