

St. Clairsville, Ohio

April 29, 2026

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Vince Gianangeli and J. P. Dutton, 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. Echemann, seconded by Mr. Gianangeli 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 \$549,919.32

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

Y91 EMPLOYER SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$1,080.25

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to execute payment of Then and Now Certification dated April 29, 2026, 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. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR HSA CHARGEBACKS/ MAY 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for HSA

Chargebacks for May 2026

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	335.93
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	191.01
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	72.46
E-1310-J000-J01.002	REAL ESTATE	R-9891-Y091-Y12.500	191.01
E-0910-S033-S47.006	SARGUS	R-9891-Y091-Y12.500	72.46
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	72.46
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	217.38
		TOTALS	1,152.71

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR MARCH 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of March 2026.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,489.86
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	504.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,047.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,220.46
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,649.67
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	0.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,776.01
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	4,237.12
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,079.90
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	9,747.31
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	12,551.60
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,402.43
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVIORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	710.15
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,039.56
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,649.86
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,298.03
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,651.30
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,265.86
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	11,402.74
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,868.88
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	29,525.88
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,996.46
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,551.36
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,423.29
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	6,484.82
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	4,094.18
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	17.50
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	305.85
			<hr/>
			138,107.74
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,598.57
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,538.77
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	43.08
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	596.53
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	236.18
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	585.57
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	371.77
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	562.23
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	169.10
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	331.22
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	649.07
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	0.00
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	429.37
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,805.29
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	49.63

Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	23.60
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	28.95
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	54,326.04
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,986.02
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,434.12
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,670.09
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	16,841.57
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,501.44
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,993.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	0.00
Care and Custody-C-Cap	E-0400-M060M26.003	R-9895-Y095-Y01.500	2,266.85
Care and Custody-CCAP	E-0400-M060M81.003	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064M02.003	R-9895-Y095-Y01.500	0.00
Alternative School	E-0400-M067M02.003	R-9895-Y095-Y01.500	1,505.76
Placement II	E-0400-M075M03.002	R-9895-Y095-Y01.500	484.62
Title IV-E	E-0400-M078M02.008	R-9895-Y095-Y01.500	333.85
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	14,054.90
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	15,205.19
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,774.78
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	18,935.89
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,977.58
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,551.10
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	805.02
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,209.92
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	48,963.69
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	26,421.18
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	551.82
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	364.38
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,811.20
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	623.62
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	601.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	601.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,180.50
LAW LIBRARY	E-9720-W020W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	379.18
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	100.80
			398,882.24

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Gianangeli granting permission for county employees to travel as follows:
DJFS-Jeff Edwards to Lewis Center, OH, on May 3-5, 2026, to attend the Ohio Start Annual Summit. Estimated expenses: \$588.00.
WATER & SEWER DISTRICT-Matthew Littman to Cambridge, OH, on April 30, 2026, for Ohio EPA Class 1 Wastewater Operator testing.
 A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 22, 2026.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

Mr. Echemann made the following announcement-

The Belmont County Commissioners will be holding a Town Hall meeting on Wednesday, April 29, 2026, at 6:00 p.m. at the Village of Shadyside Municipal Building, 50 East 39th Street, Shadyside, OH, 43947. Public input is welcome and citizens are encouraged to attend.

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM KROGER/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to acknowledge receipt of a \$2,500.00 donation from Kroger to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF ASSIGNING AUTHORITY TO THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES DIRECTOR JEFF FELTON TO ADVERTISE FOR REQUEST FOR PROPOSAL FOR FAMILY TEAM MEETING FACILITATOR

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to assign authority to the Belmont County Department of Job and Family Services Director Jeff Felton to advertise for the following request for proposals:

- Family Team Meeting Facilitator

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE CASH ADVANCE FROM THE GENERAL FUND TO THE BELMONT COUNTY ENGINEER'S K00 MVGT FUND

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

RESOLUTION

WHEREAS, the Belmont County General Fund will execute a cash advance in fiscal year 2026 in the total amount of \$165,139.02. to the **BELMONT COUNTY ENGINEER'S K00 MVGT FUND**; and

WHEREAS, the funding will be used to pay for the upfront cost of the Townships portion of the 2026 Chip Seal project. The Belmont County Engineer will reimburse the General Fund when payment is received from the Townships; and

WHEREAS, the Belmont County Commissioners have determined to designate the aforementioned cash advance to the Belmont County Engineer's K00 MVGT Fund; and

NOW BE IT RESOLVED; the Board of County Commissioners hereby authorize the cash advance in the total amount of \$165,139.02 from the General Fund to the Engineer's K00 MVGT Fund for the expenditures incurred for the Townships portion 2026 Chip Seal project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING MOTION MADE ON MARCH 18, 2026, ACCEPTING PROPOSAL FROM H. E. NEUMANN COMPANY ADDING A WATER SOURCE, SINK AND FAUCET IN COMMUNITY ROOM AT SSOBC, CHANGING THE AMOUNT FOR CASEWORK ADDED

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to amend the motion made on March 18, 2026, accepting the proposal from H. E. Neumann Company in the amount of \$13,850.00 to add a water source, sink and faucet in the community room at Senior Services at Belmont County, changing the amount to \$16,115.00.

Note: Casework for new sink has been added.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

IN THE MATTER OF GRANTING THE REQUEST OF OHIO POWER COMPANY/AEP FOR RIGHT-OF-WAY AND EASEMENT-ACCESS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to grant the request of Ohio Power Company/AEP for the following right-of-way and easement-access for upgrades to transmission lines:

- 0.014 acres of Parcel #32-01845.004 and 0.012 acres of Parcel # 32-01845.005 located in Richland Township, Section 33, Township 6, Range 3.

Note: The county shall receive \$500.00 for each parcel.

Line Name: Windsor Glencoe

Line No.: TLN160:01057 **Easement No.:** 71D

RIGHT OF WAY AND EASEMENT - ACCESS

THIS RIGHT OF WAY AND EASEMENT, made this 29th day of APRIL, 2026, by and between Belmont County Board of Commissioners, Belmont County, Ohio, whose address is 101 West Main Street, Saint Clairsville, Ohio 43950, herein called "Grantor", whether one or more persons, and **Ohio Power Company**, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "AEP".

WITNESSETH:

That in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the AEP, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement, herein called "Easement", now or in the future, for ingress and egress, to, from, over and across land of the Grantor using existing roads and lanes or such roads and lanes as Grantor may hereafter construct thereon or in advance of such roads and lanes over such reasonable routes as AEP may select for the purpose of constructing, maintaining, repairing, renewing and/or removing electric transmission, distribution, and communication lines of AEP in the vicinity of the lands of the Grantor, situated in the State of Ohio, Belmont County, Section 33, Township No. 6, Range No. 3, Old Seven Ranges, Richland Township.

Grantor claims title by Limited Warranty Deed, recorded in Official Record Book 729, Page 787, recorded on 11/09/2017 in the Belmont County Recorder's Office.

Auditor/Key/Tax Number: 32-01845.004

The Easement shall be more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

GRANTOR ALSO GRANTS TO AEP THE FOLLOWING RIGHTS: AEP has the right in AEP's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the AEP's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement, when in the opinion of the AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement.

GRANTOR FURTHER GRANTS TO AEP the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement from a public road in, on, over and across existing or future access roads and lanes and other reasonable routes outside the Easement across Grantor's adjoining land. In the event there is no existing access road or lane to the Easement, the Grantor will provide a mutually agreed upon reasonable ingress and egress route over the Grantor's lands, and any of the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted herein.

It is understood and agreed between the parties hereto that:

Said route may at the option of the AEP, be improved by grading and/or the application of a stone base as may be necessary. The lane shall be of sufficient width for vehicular access, and a vehicle turn-around, if needed, will be placed at the end of the lane and adjacent to the easement.

THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:

AEP agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the AEP in the exercise of the rights herein granted. AEP further agrees to pay the prevailing market price for standing timber for any marketable trees cut down outside the Easement during construction or maintenance of AEP's electric transmission, distribution, and communication lines.

The failure of AEP to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed, or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written.

GRANTOR

By: Jerry Eichenmann X Vince Gianangeli
Title: BELMONT County Commissioners

State of Ohio §
County of BELMONT §

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2026, by JERRY EICHENMANN, VINCE GIANANGELI, J.P. DUTTO of the Belmont County Board of Commissioners, Belmont County, Ohio, on behalf of said entity.



BONNIE ZUZAK
Notary Public
State of Ohio
My Comm. Expires
February 18, 2031

Bonnie Zuzak
Notary Public
Print Name: BONNIE ZUZAK
My Commission Expires: 2/18/2031

This instrument prepared by Marland L. Turner, Senior Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of **Ohio Power Company**, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8600 Smiths Mill Road, New Albany, OH 43054.

Line Name: Windsor Glencoe

Line No.: TLN160:01057 **Easement No.:** 71E

RIGHT OF WAY AND EASEMENT - ACCESS

THIS RIGHT OF WAY AND EASEMENT, made this 29th day of APRIL, 2026, by and between Belmont County Board of Commissioners, Belmont County, Ohio, whose address is 101 West Main Street, Saint Clairsville, Ohio 43950, herein called "Grantor", whether one or more persons, and **Ohio Power Company**, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "AEP".

WITNESSETH:

That in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the AEP, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement, herein called "Easement", now or in the future, for ingress and egress, to, from, over and across land of the Grantor using existing roads and lanes or such roads and lanes as Grantor may hereafter construct thereon or in advance of such roads and lanes as Grantor may hereafter construct thereon or in the absence of such roads and lanes over such reasonable routes as AEP may select for the purpose of constructing, maintaining, repairing, renewing and/or removing electric transmission, distribution, and communication lines of AEP in the vicinity of the lands of the Grantor, situated in the State of Ohio, Belmont County, Section 33, Township No. 6, Range No. 3, Old Seven Ranges, Richland Township.

Grantor claims title by Limited Warranty Deed, recorded in Official Record Book 729, Page 787, recorded on 11/09/2017 in the Belmont County Recorder's Office.

Auditor/Key/Tax Number: 32-01845.005

The Easement shall be more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

GRANTOR ALSO GRANTS TO AEP THE FOLLOWING RIGHTS: AEP has the right in AEP's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the AEP's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement, when in the opinion of the AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement.

GRANTOR FURTHER GRANTS TO AEP the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement from a public road in, on, over and across existing or future access roads and lanes and other reasonable routes outside the Easement across Grantor's adjoining land. In the event there is no existing access road or lane to the Easement, the Grantor will provide a mutually agreed upon reasonable ingress and egress route over the Grantor's lands, and any of the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted herein.

It is understood and agreed between the parties hereto that:

Said route may at the option of the AEP, be improved by grading and/or the application of a stone base as may be necessary. The lane shall be of sufficient width for vehicular access, and a vehicle turn-around, if needed, will be placed at the end of the lane and adjacent to the easement.

THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:

AEP agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the AEP in the exercise of the rights herein granted. AEP further agrees to pay the prevailing market price for standing timber for any marketable trees cut down outside the Easement during construction or maintenance of AEP's electric transmission, distribution, and communication lines.

The failure of AEP to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed, or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written.

GRANTOR

By: X Jerry Echemann X Vince Gianangeli
Title: BELMONT COUNTY COMMISSIONERS

State of Ohio §
County of BELMONT §

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2026, by JERRY ECHEMANN, VINCE GIANANGELI, J.P. DUTTON of the Belmont County Board of Commissioners, Belmont County, Ohio, on behalf of said entity.



BONNIE ZUZAK
Notary Public
State of Ohio
My Comm. Expires
February 18, 2031

Bonnie Zuzak
Notary Public
Print Name: BONNIE ZUZAK
My Commission Expires: 2/18/2031

This instrument prepared by Marland L. Turner, Senior Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of **Ohio Power Company**, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8600 Smiths Mill Road, New Albany, OH 43054.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

**BY AND BETWEEN BELMONT SANITARY SEWER DISTRICT NO. 2
OF BELMONT COUNTY, BY AND THROUGH BELMONT COUNTY
BOARD OF COMMISSIONERS AND ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into an Oil and Gas Lease by and between Belmont Sanitary Sewer District No. 2 of Belmont County, by and through the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective April 29, 2026, in the amount of \$7,500.00 per net leasehold acre for 0.229 acres located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$1,717.50.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 29th day of April, 2026, by and between: **The Belmont Sanitary Sewer District No. 2 of Belmont County, Ohio, by and through the Belmont County Board of Commissioners, by Jerry Echemann, as President, Vince Gianangeli, as Vice-President, and J.P. Dutton, as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

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

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

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

Township: 7; Range: 4; Section: 22; Tax Parcel No.: 32-60018.000, Containing 0.229 acres

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

and described for the purposes of this agreement as containing a total of 0.229 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. **April 29, 2026** (effective date) to 11:59 P.M. **April 28, 2031** (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, including Exhibit "A", may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

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

LESSOR:
The Belmont Sanitary Sewer District No. 2 of Belmont County, Ohio, by and through the Belmont County Board of Commissioners

LESSEE:
Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company

Jerry Echemann
By: Jerry Echemann, President
Vince Gianangeli
By: Vince Gianangeli, Vice President
J.P. Dutton
By: J.P. Dutton, Commissioner

By: Kacie Booher, Attorney-in-Fact
APPROVED AS TO FORM:
[Signature]
PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF BELMONT) SS:

On this, the 29th day of APRIL, 2026, before me, the undersigned officer, personally appeared The Belmont Sanitary Sewer District No. 2 of Belmont County, Ohio, by and through the Belmont County Board of Commissioners, by Jerry Echemann, as President, Vince Gianangeli, as Vice-President, and J.P. Dutton, as Commissioner, 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 Comm. Expires
February 18, 2031

My Commission Expires: 2-18-2031
Signature/Notary Public: [Signature]
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 Kacie Booher, who acknowledged herself to be the Attorney-in-Fact of Ascent Resources – Utica, LLC, an Oklahoma limited liability company, and that she 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 herself 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. Echemann Yes
Mr. Gianangeli Yes
Mr. Dutton Yes

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE TC ARCHITECT, INC. AGREEMENT FOR NEW ANIMAL SHELTER PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign Amendment No. 2 to the TC Architect, Inc. agreement for professional design services relative to a new Animal Shelter project, in the not to exceed amount of \$292,428.00.
Note: Additional value engineering services are required in the amount of \$24,000.

**Board of Commissioners of Belmont County, Ohio
New Animal Shelter Project**

Amendment No. 2 to the Architect Agreement

Pursuant to the AIA B101-2017, Standard Form of Agreement Between Owner and Architect as modified, dated January 4, 2024, between the Board of Commissioners of Belmont County, Ohio (the "Owner") and TC Architects, Inc. (the "Architect"), specific to the above-referenced Project (the "Agreement"), the Owner and Architect hereby amend the Agreement as set forth below.

1. As contemplated by Section 4.2 of the Agreement, additional value engineering services are added to the Architect's Scope of Services for the Project as set forth in Architect's Proposal, dated April 23, 2026 as modified, attached hereto as **Attachment A**.
2. Section 11.1.1 of the Agreement is replaced with the following:
The Architect's total compensation pursuant to this Agreement shall not exceed **\$292,428.00** without written and signed consent from the Owner. Such total compensation includes Basic Services actually performed shall be \$233,428.00, plus the approved Additional Services set forth in Section 11.3 in an amount not to exceed \$49,000.00, plus Reimbursable Expenses as defined in paragraph 11.8, not to exceed \$10,000.00.
3. To account for the additional value engineering services, the Architect's compensation is increased by **\$24,000.00**. The following language is added to the end of Section 11.3:
The compensation for Additional Services for value engineering services shall not exceed **\$24,000**, which includes reimbursable expenses.
4. **Attachment A** to this Amendment is incorporated into the Agreement to the extent not inconsistent with the terms of the Agreement or this Amendment. If any of the terms stated in **Attachment A** conflict with the terms of the Agreement and/or this Amendment, the Agreement and/or this Amendment shall control.

Except as stated herein, this Amendment shall not alter any part of the Agreement between the Owner and Architect. This Amendment may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

The Board of Commissioners of Belmont County, Ohio
 By: *Vince Echemann*
 Printed Name: VINCE ECHEMANN
 Title: RESIDENT VICE-PRESIDENT, MEMBER
 Date: 4-29-26

TC Architects, Inc.
 By: *Susan Allen*
 Printed Name: Susan Allen
 Title: Principal Architect
 Date: April 30, 2026

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

International Denim Day-Sunessa Tollie, Tri-County Help Center said April 29 is International Denim Day. She said, "The day traces its origins to a 1990s Italian court ruling on a rape case and is intended to educate people about consent while challenging misconceptions about sexual assault. It's so important for us to recognize that and keep spreading the awareness and breaking down the stigma around sexual assault. It does not matter what you were wearing. The blame needs to lie with the perpetrator, not the survivor."

Announcement-Mr. Echemann acknowledged the passing of Senator Jim Carnes and said he appreciates all he did for Belmont County."

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked for comments on the upcoming election. Mr. Echemann said it is run like clockwork. Mr. Dutton said the Election Board is very active and it has been noticed by the Secretary of State's Office.

Belmont County Department of Job and Family Services Director Jeff Felton and Fiscal Administrator Jack Regis, Jr.

Re: Ohio Valley Job Fair

The Job Fair is being held at the Ohio Valley Mall on May 7, 2026. There will be 87 employer's, 7 agencies and 8 training providers participating in the Job Fair. Some of the employers will be interviewing and hiring on the spot.

RECESS

CORSA Update-Sherry Barbosky, CORSA Underwriter Manager, Brandie Allen, CORSA Underwriter, Matt Steele and Leslie Kovalsky from Steele Insurance, Hannah Warrington, HR Manager and Erin McVay, HR Generalist.

Re: Annual County Risk Sharing Authority (CORSA) Renewal Update

Mr. Steele said the market is getting a little better. Belmont County's premium for 2025 was \$536,952.00. If the county was billed for the 18 changes the premium would have been \$549,694.00. The premium for 2026 is \$572,393.00 which is a 4.13% increase. The county's total property value was increased by \$25 million. Total member credits in 2025 were \$71,184.00.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:39 A.M

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with T. J. Schutlz, Belmont County Assistant Prosecutor, pursuant to ORC 121.22(G)(5) Confidential Matters.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

Belmont County Water and Sewer District Director was present until 11:49 a.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:05 P.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 12:05 p.m.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

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

IN THE MATTER OF ACCEPTING THE QUOTE FROM FLOCK GROUP, INC/SHERIFF'S OFFICE

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the quote from Flock Group, Inc., in the amount of \$57,000.00, for the purchase and installation of six plate readers and two stationery Flock traffic cameras and enter into the Master Services Agreement for a three-year term, on behalf of the Belmont County Sheriff's Office.

Note: Flock will provide technical and on-site support and maintenance services. The Belmont County Prosecutor's Office will pay 50% of the cost.

Master Services Agreement

This Master Services Agreement (this "**Master Services Agreement**") is made and entered into on the 29th day of April, 2026, by and between Flock Group Inc, with a place of business at 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318 ("**Flock**"), and the Belmont County Sheriff's Office, located at 68137 Hammond Road, St. Clairsville, OH 43950 ("**Customer**") (each a "**Party**," and together, the "**Parties**").

1. DEFINITIONS

- 1.1. "**Agreement**" means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, and each Order Form, each of which is incorporated by reference herein.
- 1.2. "**Applicable Law**" means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party's performance of its obligations under this Agreement.
- 1.3. "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.
- 1.4. "**Confidential Information**" means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party's possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.
- 1.5. "**Customer Data**" means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (e.g., images, audio, and/or video) and the metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer's direction.
- 1.6. "**Customer Hardware**" means the third-party hardware owned, or otherwise provided, by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.
- 1.7. "**Customer Implementation Guide**" means the terms and conditions related to implementation as provided in Exhibit B and hereby incorporated by reference.

- 1.8. "**Effective Date**" means the date this Master Services Agreement is executed by both Parties.
 - 1.9. "**Feedback**" means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.
 - 1.10. "**Flock Software**" means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.
 - 1.11. "**Flock Hardware**" means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.
 - 1.12. "**Flock Property**" means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock's Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock's technology, patents, trade secrets, trademarks, proprietary methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.
 - 1.13. "**Flock Services**" means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.
 - 1.14. "**Force Majeure Event**" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.
 - 1.15. "**Order Form**" means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.
 - 1.16. "**Permitted Purpose**" means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
 - 1.17. "**Reinstall Fee Schedule**" means the fee schedule as provided in Exhibit C and hereby incorporated by reference.
 - 1.18. "**Retention Period**" means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.
 - 1.19. "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.
2. **ACCESS AND USE**
- 2.1. **Provision of Access.** Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the

term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.

2.2. Authorized End Users. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without Flock's prior written permission. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.

2.3. Access and Use Restrictions. Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Property, except as specifically permitted under the Agreement. Use of, or access to, Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, and Flock is entitled to injunctive relief to prevent such violation. In the event of a violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "**Service Suspension**"). Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

3.1. Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone, or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

3.2. Service Disruptions. Flock Services may be disrupted in the event that: (a) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock's provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance ("**Service Disruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer's direct actions or omissions (or those of parties associated with Customer), the term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer's sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

4. DATA USE AND LICENSING

4.1. Customer Data. As between Flock and Customer, all right, title, and interest in and to Customer Data belong to and are retained by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock's products and services. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. To the extent any Customer Data constitutes Personal Information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policies as provided in Exhibit D and hereby incorporated by reference.

4.2. Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

5. CONFIDENTIALITY. Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); (d) as required by law, including any court order, subpoena, or other valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure; or (e) as requested by a government agency to address the risk of imminent harm to any person. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, all Confidential Information will be returned to the disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof.

6. PAYMENT OF FEES

6.1. Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns to billing@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.

6.2. Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.

6.3. Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient, valid tax exemption certificate authorized by the appropriate taxing authority. Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding

is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1. Term. This Master Services Agreement will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein. Unless otherwise indicated on the Order Form, the subscription term of the Order Form shall be tied to the first installation of Flock Hardware, as applicable.

7.2. Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

7.3. Survival. The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Manufacturer Defect. Upon a malfunction or failure of Flock Hardware (a "**Defect**"), Customer must notify Flock's technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and Flock shall use commercially reasonable efforts to repair or replace, in Flock's sole discretion, the defective Flock Hardware at no additional cost to Customer.

8.2. Flock Representations and Warranties. Flock represents and warrants to Customer that (a) the Flock Services, when used properly and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Flock makes no warranty to the extent that such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment provided by Customer or any third party that could have been avoided by use or access of the Flock Services without such data, software, or equipment, or (ii) any breach of an agreement by, or any negligent or

other wrongful act or omission of, Customer or any party acting on behalf of Customer; (b) Flock's personnel will perform the Flock Services in a professional and workmanlike manner; and (b) Flock's personnel performing the Flock Services will be trained and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

8.3. Customer Representations and Warranty. Customer represents and warrants to Flock that Customer shall use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law.

8.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5. Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

9. LIMITATION OF LIABILITY. FLOCK'S CUMULATIVE, AGGREGATE LIABILITY IN CONNECTION WITH, OR ARISING IN ANY WAY OR IN ANY DEGREE FROM, THE AGREEMENT, FROM THE FLOCK SERVICES, OR OTHERWISE FROM THE ACTS OR OMISSIONS OF FLOCK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FLOCK IN THE TWELVE (12) MONTHS BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; ADDITIONAL OVERHEAD AND PAYROLL; LOST PROFITS OR BUSINESS OPPORTUNITIES; LOSS OF DATA; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

10. FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK HARDWARE)

- 10.1. Flock Hardware.** Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.
- 10.2. Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.
- 10.3. Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.4. Replacements** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 10.5. Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under the Agreement, Flock shall have the right to cease work immediately.

11. MISCELLANEOUS

- 11.1. Severability.** If any provision of the Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.
- 11.2. Assignment.** Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.
- 11.3. Entire Agreement.** The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless signed by Customer and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
- 11.4. Relationship.** The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.
- 11.5. Governing Law; Dispute Resolution.** The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a "**Dispute**") shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to its conflicts of laws principles. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any

Dispute that remains unresolved by mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

- 11.6. Publicity.** Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.
- 11.7. Feedback.** Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.
- 11.8. Export.** Customer may not remove or export from the United States or allow the export or re-export of Flock Property or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("**FAR**"), section 2.101, the Flock Services, Flock Hardware, and documentation are "commercial items" according to the Department of Defense Federal Acquisition Regulation ("**DFAR**") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.
- 11.9. Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 11.10. Conflict.** To the extent of a conflict between the Agreement and any applicable statement of work or mutually agreed upon purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included ("**Special Terms**"). To the extent that any terms of this Master Services Agreement are inconsistent or conflict with the Special Terms set forth in any Order Form, the Special Terms shall control.
- 11.11. Notices.** All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically

confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.


- 11.12. Non-Appropriation.** All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination, and non-appropriation shall not be based on discretionary budget decisions or operate as a termination for convenience right.
- 11.13. Construction.** When used in the Agreement, "including" means "including without limitation."
- 11.14. Force Majeure.**
- 11.14.1.** If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section
- 11.14.2.** During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.
- 11.15. Third Parties.** Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.
- 11.16. Waivers.** No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.
- 11.17. Execution.** In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date written above.

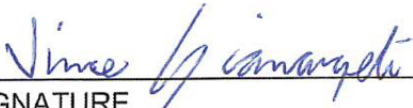
THIS MASTER SERVICES AGREEMENT IS ACCEPTED BY:


BELMONT COUNTY COMMISSIONERS:

FLOCK GROUP INC.:

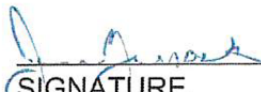

SIGNATURE
PRINT NAME: Jerry Echemann
TITLE: President


SIGNATURE
PRINT NAME: Dan Haley
TITLE: Chief Legal Officer


SIGNATURE
PRINT NAME: Vince Gianangeli
TITLE: Vice President


SIGNATURE
PRINT NAME: J. P. Dutton
TITLE: Belmont County Commissioner

APPROVED AS TO FORM:


SIGNATURE
PRINT NAME: James G. Zusack
TITLE: Belmont County Sheriff


SIGNATURE
PRINT NAME: Terry L. Schultz, Jr.
TITLE: Belmont County Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

Commissioner Dutton stepped out before entering into the next executive session.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:12 P.M

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Absent

Commissioner Dutton joined executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:09 P.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 1:09 p.m.
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

Mr. Echemann said as a result of executive session there are two motions to be considered.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF EMILY PEPERA,
FULL-TIME OFFICE ASSISTANT FOR BOARD OF COMMISSIONERS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of Emily Pepera, full-time Office Assistant for the Belmont County Board of Commissioners, effective May 22, 2026.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF EMILY COMINSKY,
FULL-TIME CHILDREN SERVICES CASE MANAGER/DJFS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of Emily Cominsky, full-time Children Services Case Manager at the Belmont County Department of Job and Family Services, effective May 8, 2026.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:10 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 1:10 p.m.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

Read, approved and signed this 6th day of May 2026.

Jerry Echemann /s/_____

Vince Gianangeli /s/_____ COUNTY COMMISSIONERS

J. P. Dutton /s/_____

We, Jerry Echemann 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.

Jerry Echemann /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK