

St. Clairsville, Ohio

February 19, 2025

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

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

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

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

**IN THE TOTAL AMOUNT OF \$955,853.61**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**B00 DOG & KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1600-B000-B09.004 Workers Comp	E-1600-B000-B10.005 Medicare	\$346.96

**P90 SPECIAL EMERGENCY PLANNING FUND-LEPC**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1720-P090-P01.010 Supplies	E-1720-P090-P05.0101 Clean-Up Supplies/Resp.	\$225.00

**Y91 EMPLOYER'S SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9891-Y091-Y12.000 HSA Fund	E-9891-Y091-Y01.006 Hospitalization	\$103.85

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 07, 2025\*\***

**G50 LODGING AND EXCISE TAX**

E-1910-G050-G01.000	Convention and Visitor Bureau	\$126,308.63
E-1910-G050-G10.000	Colerain Township Dist.	\$44.81
E-1910-G050-G12.000	Village of Barnesville	\$3.30

**W98 CEBCO WELLNESS GRANT**

E-1498-W098-W21.000	2024 Grant Expenses	\$100.00
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**\*\*FEBRAURY 18, 2025\*\***

**A00 GENERAL FUND**

E-0131-A006-A04.002	Salaries-Road	\$1,000.00
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**E09 NEXT GENERATION 9-1-1 FUND**

E-2209-E009-E01.001	Contract Services	\$20,431.24
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**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S40.000	Grant Holding Account	\$67,483.00
E-8010-S030-S54.000	Food	\$10.00
E-8010-S030-S67.004	Workers Comp	\$141.02

**Y01 UND. AUTO TAX**

E-9801-Y001-Y01.000	Und. Auto Tax	\$370,181.80
E-9801-Y001-Y03.000	Township-Permissive Tax	\$65,578.50
E-9801-Y001-Y05.000	Pease Township	\$3,496.00
E-9801-Y001-Y06.000	Goshen Township	\$1,180.00
E-9801-Y001-Y07.000	Warren Township	\$3,050.65
E-9801-Y001-Y08.000	Pultney Township	\$3,096.00
E-9801-Y001-Y09.000	Flushing Township	\$660.00
E-9801-Y001-Y10.000	Colerain Township	\$1,327.50
E-9801-Y001-Y11.000	Kirkwood Township	\$189.00
E-9801-Y001-Y12.000	Mead Township	\$681.00
E-9801-Y001-Y13.000	Richland Township	\$2,235.00
E-9801-Y001-Y14.000	Smith Township	\$337.50
E-9801-Y001-Y15.000	Somerset Township	\$484.50
E-9801-Y001-Y16.000	Union Township	\$697.50
E-9801-Y001-Y17.000	Washington Township	\$166.50
E-9801-Y001-Y18.000	Wayne Township	\$267.00
E-9801-Y001-Y19.000	Wheeling Township	\$447.00
E-9801-Y001-Y20.000	York Township	\$213.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 12, 2025.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement-

The Commissioners' regular meeting will be held at 9:00 a.m. on Tuesday, February 25, 2025, instead of Wednesday, February 26, 2025, due to a scheduling conflict.

**IN THE MATTER OF LIQUOR LICENSE TRANSFER FROM SCHER CASH INC. DBA CFM EXPRESS 38 TO COLERAIN QUICK MART**

Motion made by Mr. Dutton, seconded by Mr. Echemann to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a C1, C2 liquor license, Permit No. 78146740015 from Scher Cash Inc. dba CFM Express 38, 72090 Colerain, Colerain Township, Bridgeport, Ohio 43912 to Colerain Quick Mart, at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING BELMONT COUNTY AUDITOR TO ESTABLISH A NEW FUND FOR THE OHIO EMA SDRP APRIL 2024 DISASTER FOR THE BELMONT COUNTY ENGINEER'S DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Belmont County Auditor to establish a new fund for the Ohio EMA SDRP April 2024 Disaster for the Belmont County Engineer's Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A SUBSURFACE USE AGREEMENT BY AND BETWEEN THE BELMONT COUNTY COMMISSIONERS AND ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Subsurface Use Agreement by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective February 19, 2025, in the amount of \$20,000.00, for roadway-Bel-Haven, Fulton Hill and Poplar Drive, in Bel-Haven Second Addition, located in Pultney Township, for a five year term.

*Note: The agreement will extend past the initial term if Ascent Resources is producing oil, gas and/or associated hydrocarbons from the Robinson SW Well.*

**SUBSURFACE USE AGREEMENT**

STATE OF OHIO           §  
  §  
COUNTY OF BELMONT   §

This Subsurface Use Agreement ("Agreement") is made and entered into as of the 19th day of February, 2025 (the "Effective Date"), by and between **The Belmont County Board of Commissioners; with J.P. Dutton as President, Jerry Echemann as Vice-President, and Vince Gianangeli as Commissioner**, whose address is 101 West Main St., St. Clairsville, OH 43960, (hereinafter referred to as "Grantor") and **Ascent Resources – Utica, LLC, an Oklahoma limited liability company**, whose address is P.O. Box 13578, Oklahoma City, OK 73113 (hereinafter referred to as "Grantee"). For purposes of this Agreement, Grantor and Grantee may be individually referred to as a "Party," and collectively referred to as the "Parties."

**WHEREAS**, Grantor holds the following described real property (hereinafter referred to as the "Subject Tract") located in Pultray Township, Belmont County, Ohio:

Parcel Unknown (Roadway - Bel-Haven Road, Fulton Hill Road, and Poplar Drive in Bel-Haven Second Addition, Cabinet C, Slide 207) - Unknown Acreage - NW/4 of S35/T2/R2, Pultray Township, Belmont County, Ohio

**WHEREAS**, Grantor leased part of the Subject Tract containing approximately 2.984 acres to Grantee in a Paid-Up Oil & Gas Lease dated November 20, 2024 (the "11/20/24 Lease");

**WHEREAS**, Grantee plans to locate a well pad known as the "Robinson PLT BL Pad" (the "Robinson Pad") on Belmont County Parcel No. 26-03121.000, which is located to the northeast of the Subject Tract<sup>1</sup>

**WHEREAS**, Grantee desires to form a drilling unit known as the Robinson SW PLT BL Unit (the "Robinson SW Unit"), which unit will include the part of the Subject Tract covered by the 11/20/24 Lease;<sup>2</sup>

**WHEREAS**, Grantee desires to drill a well to produce from formations under the Robinson SW Unit by directional drilling from the Robinson Pad. This well is referred to herein as the "Robinson SW Well";<sup>3</sup>

**WHEREAS**, Grantee plans to locate a portion of the Robinson SW Well under the part of the Subject Tract lying outside of the Robinson SW Unit which is not covered by the 11/20/24 Lease;

**WHEREAS**, Grantee does not intend to frac any portion of the Robinson SW Well located under any part of the Subject Tract which is outside the Robinson SW Unit and will not intentionally produce any oil or gas underlying any portion of the Subject Tract lying outside the Robinson SW Unit from the Robinson SW Well;

**WHEREAS**, the Parties intend this Agreement to permit (1) the flow of completions fluids and proppant through, across and under the Subject Tract to be used in the frac of the Robinson SW Well and (2) the transport of all oil, gas, and other associated hydrocarbons produced through the Robinson SW Well from the Robinson SW Unit across and under the Subject Tract; and

<sup>1</sup> The Parties understand and agree that outside of this Agreement the Robinson PLT BL Pad may be referred to by a different name or names than the "Robinson PLT BL Pad."  
<sup>2</sup> The Parties understand and agree that outside of this Agreement the Robinson SW PLT BL Unit may be referred to by a different name or names than the "Robinson SW PLT BL Unit."  
<sup>3</sup> The Parties understand and agree that outside of this Agreement the Robinson SW Well may be referred to by a different name or names than the "Robinson SW Well."

**WHEREAS**, the Parties desire to enter into this Agreement to provide Grantee rights to use the subsurface of the Subject Tract for the drilling, completion, operation (including operations necessary to establish and maintain production), maintenance, plugging, and/or abandonment of the Robinson SW Well under the terms set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and the mutual promises and covenants contained herein, and other good and valuable consideration in hand paid to Grantor, receipt of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

1. **Recitals:** The Recitals are incorporated herein and made part of this Agreement.
2. **Rights to Use of Subsurface for Robinson SW Well:** Grantor does by these presents GRANT, BARGAIN, AND CONVEY unto Grantee, a subsurface easement and right-of-way to use and occupy the subsurface pore space of the Subject Tract for the drilling, completion, operation (including operations necessary to establish and maintain production), maintenance, plugging, and/or abandonment of the Robinson SW Well by the Grantee and Grantor does hereby grant to Grantee the right to drill a wellbore through, across and under said Subject Tract to lands included in the Robinson SW Unit using directional and/or horizontal drilling operations, provided that the portion of the wellbore drilled through, across and under the Subject Tract shall not have any perforations unless it is drilled through the portion of the Subject Tract included in the Robinson SW Unit and covered by the 11/20/24 Lease. Grantee shall not intentionally produce any oil or gas underlying any portion of the Subject Tract lying outside the Robinson SW Unit under this Agreement, however, this Agreement shall permit (1) the flow of completions fluids and proppant through, across and under the Subject Tract to be used in the frac of the Robinson SW Well and (2) the transport of all oil, gas, and associated hydrocarbons produced through the Robinson SW Well from the Robinson SW Unit across and under the Subject Tract.
3. **Payment to Grantor:** Grantee agrees to pay Grantor the sum set forth in the associated Order of Payment under the terms set forth in the associated Order of Payment which are incorporated herein by reference.
4. **Compliance with Laws:** Grantee, at its sole cost and expense, shall comply at all times with all applicable federal, state and local laws, rules, regulations and safety standards when conducting activities and operations under the Subject Tract.
5. **Indemnity:** Grantee, agrees to indemnify, protect, save harmless and defend Grantor and Grantor's heirs, successors, representatives, assigns, transferees, employees, agents, invitees, guests, permittees, lessees, contractors, subcontractors, as well as trustees, beneficiaries, relatives, partners, members, officers, directors and related or affiliated entities (the "Indemnitees"), from and against any loss, demand, claim or expense, including without limitation, claims for injury or death to persons or damage to persons or property or fines or penalties, or environmental matters arising out of, incidental to or occurring as a result of the operations of or for Grantee or Grantee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Indemnitees by reason of any such claim or claims, including reasonable attorneys' fees; and each assignee of this Agreement, or any interest therein, agrees to indemnify and hold harmless Indemnitees in the same manner provided above. Such indemnity shall apply to any claim arising out of operations conducted under the Subject Tract, however caused and whether based upon negligence, contract, statute, strict liability or other grounds or reasons, provided, however, such indemnity shall not apply to claims arising out of the gross negligence of Grantor or Grantor's representatives, agents, assigns, employees, guests, invitees, permittees, lessees, contractors, and/or subcontractors. The provisions of this paragraph shall survive the termination or abandonment of this Agreement.
6. **Term:** This Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date (the "Initial Term"), and for so long thereafter as Grantee is producing oil, gas and/or associated hydrocarbons from the Robinson SW Well. In the event this Agreement extends past the Initial Term, it shall automatically terminate at such time that the subsurface easement and right-of-way has not been used by Grantee for the Robinson SW Well for a continuous period of twelve (12) months, EXCLUSIVE OF ANY SHUT-IN PERIOD as provided by the oil and gas lease(s) applicable to the Robinson SW Unit. In the event of termination Grantee shall execute and deliver to Grantor a written release of this Agreement in recordable

form within thirty (30) days of receipt of a written request from Grantor. Termination of this Agreement shall not relieve Grantee from the liability or obligations incurred in the exercise of the terms of this Agreement prior to such termination.

7. **Subsurface Easement Only:** It is understood and agreed that this Agreement is a subsurface easement and right-of-way only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor or any rights to produce the oil, gas, or other minerals underlying the Subject Tract. For purposes of clarification, Grantee may have rights to produce oil, gas, or other minerals underlying all or part of the Subject Tract based on other agreements with Grantor such as the 11/20/24 Lease, but this Agreement in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor or any rights to produce the oil, gas, or other minerals underlying the Subject Tract.
8. **No Warranty:** Notwithstanding the use of the terms "grant" and "convey" hereinabove set forth, Grantor does not warrant the title to the Subject Tract or to the subsurface easement and right-of-way herein conveyed unto Grantee. All payments made to Grantor under this Agreement are non-refundable, except in instances of fraud.
9. **Notices:** Any notice provided or permitted to be given in this Agreement must be in writing and may be given by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the foregoing manner shall be deemed received five (5) days after it is so deposited, excluding Sundays and Postal holidays. Notice given in any other manner shall be effective only if and when actually received by the party to be notified. For purposes of notice the addresses of the parties shall be as follows until changed as herein provided:

GRANTOR:  
Belmont County Board of Commissioners  
101 West Main St.  
St. Clairsville, OH 43950

GRANTEE:  
Ascent Resources - Utica, LLC  
P.O. Box 13378  
Oklahoma City, OK 73113 ATTN:  
General Counsel

Either party, by notifying the other party hereto in the manner provided in this paragraph, may designate a different address for receipt of subsequent notices.

10. **Assignment:** The rights of either party to this Agreement may be assigned from time to time, subject to the written consent of Grantor which shall not be unreasonably withheld. Provided, however, that consent from Grantor shall not be required in the event of an assignment by Grantee to: an Affiliate, subsidiary, internal partner, joint venture partner or in consequence of a merger or amalgamation. Grantee shall notify Grantor of such assignment and furnish Grantor a true copy of any assignment. This Agreement and all terms, provisions, and obligations hereof shall be covenants running with the land affected hereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, legal representatives, executors, administrators, agents, servants, employees, contractors, affiliates, successors and assigns. No assignment by Grantee (or any assignee of Grantee) shall relieve Grantee (or any assignee of Grantee) of any liability for breach of any covenant, warranty or other obligation of Grantee, theretofore accrued. Each assignee of all or any portion of the rights of Grantee hereunder agrees to be bound by the provisions of this Agreement to the same extent as if such assignee were an original party to this Agreement. For purposes of this Agreement, an "Affiliate" is any corporation, firm or other entity in which Grantee, or any parent company, subsidiary or affiliate of Grantee, owns an interest of more than twenty-five percent (25%) whether by stock ownership or otherwise, or over which Grantee or any parent company or Affiliate exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation, firm or other entity which owns an interest of more than twenty-five percent (25%) in Grantee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Grantee, by stock ownership, interlocking directorate, or in any other manner.
11. **Counterparts:** This Agreement may be executed in multiple counterparts all of which when taken together shall constitute a single agreement with the same force and effect as if all parties had signed the same copy of this Agreement.

12. **Amendments or Modifications:** This Agreement contains all of the agreements between the Parties with respect to the subject matter hereof, and no prior representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement. No amendments, modifications or revisions hereof shall be effective unless made in writing and signed by the Parties.
13. **Headings:** Grantor and Grantee agree that the headings of the paragraphs herein are for the convenience of the parties only and that such paragraph headings shall not constitute a part of this Agreement.
14. **Ohio Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to its conflicts of law principles.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED and effective as of the Effective Date.

GRANTOR:

GRANTEE:

Ascent Resources – Utica, LLC  
An Oklahoma limited liability company

By: [Signature]  
J.P. Dutton as President

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

By: [Signature]  
Jerry Echemann as Vice-President

APPROVED AS TO FORM:

By: [Signature]  
Vince Gianangeli as Commissioner

[Signature]  
PROSECUTING ATTORNEY

ACKNOWLEDGEMENT

STATE OF OHIO §  
COUNTY OF BELMONT §

On this, the 19<sup>th</sup> day of FEBRUARY, 2025, before me, the undersigned officer, personally appeared The Belmont County Board of Commissioners; with J.P. Dutton as President, Jerry Echemann as Vice-President, and Vince Gianangeli 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.



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

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

My Commission Expires: 2-18-2026

Signature/Notary Public: [Signature]

Name/Notary Public (print): BONNIE ZUZAK

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

On this, the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared Kade R. Smith, who acknowledged himself to be the Attorney-in-Fact of Ascent Resources – Utica, LLC, an Oklahoma limited liability company, and that he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Attorney-in-Fact.

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

My Commission Expires: \_\_\_\_\_

Signature/Notary Public: \_\_\_\_\_

Name/Notary Public (print): \_\_\_\_\_

Prepared by:  
Ascent Resources – Utica, LLC  
P.O. Box 13678  
Oklahoma City, OK 73113

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH  
DR. CHRISTOPHER GOOCH, MD., FOR MEDICAL DIRECTOR  
SERVICES FOR THE BELMONT COUNTY JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an agreement with Dr. Christopher Gooch, M.D., for Medical Director services for the Belmont County Jail, in the amount of \$30,000.00 per year effective February 20, 2025 through February 19, 2026.

*Note: This contract will auto renew for an additional year unless a 60 day written notice is given by either party.*

**AGREEMENT  
MEDICAL DIRECTOR OF THE  
BELMONT COUNTY JAIL**

**WHEREAS**, the Belmont County Board of Commissioners, hereinafter referred to as Commissioners, are desirous of contracting services for the services of Medical Director of the Belmont County Jail; and

**WHEREAS**, Dr. Christopher Gooch, M.D., hereinafter referred to as Medical Director and individually as Dr. Gooch, is desirous of providing said services:

**NOW, THEREFORE IT IS HEREIN AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS,**

- 1) Dr. Gooch will provide professional services to Belmont County, Ohio, as Medical Director of the Belmont County Jail. In such capacity, Dr. Gooch will be an independent contractor and not an employee of Belmont County, for all purposes, including, without limitation, workers compensation, unemployment compensation, PERS, medical benefits, vacation, sick leave, and any and all other programs which are part of the benefit package of employees of Belmont County.
- 2) Medical Director shall abide by the rules set forth by the Sheriff, which shall be mutually agreed upon before the effective date of this agreement.
- 3) Commissioners shall pay the Medical Director the sum of \$30,000.00 per annum. Payments will be made monthly, in an amount totaling \$2,500.00 per month, upon receipt of a bill. Any increase shall be negotiated at the end of each twelve (12) month period during the life of the contract.
- 4) The term of this agreement shall be one year commencing February 20, 2025. This agreement will automatically renew for an additional one year unless either party gives a written notice by certified mail sixty days in advance.
- 5) Belmont County shall be responsible for providing malpractice insurance with a minimum occurrence limit of one million dollars (1,000,000.00) for the Medical Director's service within the jail facility.
- 6) The Medical Director shall be available to perform medical services at the Belmont County Jail one (1) day per week at a time mutually agreeable between the Medical Director and the Sheriff, or as otherwise directed by Ohio Jail Standards, or when needed by the Belmont County Jail Nursing Staff.
- 7) The Medical Director agrees to be available on a twenty-four (24) hour basis.
- 8) The Sheriff will provide a full-time guard on duty and with the Medical Director while medical services are being performed at the Belmont County Jail.
- 9) It is understood and agreed that the Medical Director is the attending physician for all inmates. Should an inmate desire their own private physician, the Medical Director must deem the requested care necessary and advisable, and the inmate must pay their private physician's bill. A Medical Waiver Form shall be completed for such treatment.
- 10) In the event that Dr. Gooch cannot perform the services of Medical Director, he may appoint a temporary jail physician from a list of physicians mutually agreeable to the Sheriff, Jail Administrator and the Medical Director. The Medical Director will ensure such substitute will perform contractual responsibilities at no additional cost to Belmont County.
- 11) The Medical Director will further provide a review of medical care procedures as follows:
  - a. Description of any health environmental factor(s), which are substandard.
  - b. Changes implemented since the last reporting period.
  - c. Recommended changes.
- 12) The Medical Director will review all reports submitted from the State Department of Human Resources and Institutional Health Units, and will assist the Sheriff's office in making any corrections deemed necessary to medical care.
- 13) Health appraisals will be scheduled on the regular weekly visits to the jail by responsible Medical Director. These appraisals shall be completed for each inmate whose stay exceeds ten (10) days on or before the fourteenth (14) day.
- 14) The Medical Director or nursing staff will review the completed receiving, screening and health history records, take BP's, perform the standardized physical examinations, etc. Lab tests to detect communicable diseases will be performed only if deemed appropriate by medical staff.
- 15) The Medical Director will respond to requests for medical care made by the Sheriff's office via telephone or other various telecommunications and will instruct the on duty nurse to refer the inmate as follows:
  - a. To the doctor's office for treatment.
  - b. To the designated hospital emergency room for immediate treatment.
  - c. To the regularly scheduled sick call visit by the respective physician.
  - d. Any other instructions by the responsible physician.
- 17) The Medical Director will assist the Sheriff's office in meeting its duties to inmates as stated in the National Commission on Correctional Health Care "Standards for Health Services in Jail." The Medical Director will also assist in meeting such duties imposed by federal and state laws and regulations.
- 18) The Medical Director will assist the Sheriff's office in developing and implementing policies that will assure high quality medical and nursing care. The Medical Director will also prepare specific policies and procedures concerning the following:
  - a. Emergency treatment of inmates.
  - b. Prescriptive medicine.
  - c. Special Diets.
- 19) The Medical Director shall establish and supervise the maintenance of a listing of both prescription and non-prescription medications and supplies which are permitted for use in the facility. Any limitations on their use must be specified.
- 20) Either party may cancel this agreement by giving written notice by certified mail sixty (60) days in advance of said cancellation.
- 21) The Medical Director acknowledges and agrees that he has read and received this contract and that the medical policy contained herein is in compliance with the medical standards for full-service jails found in the Minimum Standards for all Ohio Jails.

This agreement signed and executed at St. Clairsville, Belmont County, Ohio, this 19th day of February, 2025.

**Belmont County Commissioners:**

\_\_\_\_\_  
Christopher Gooch, M.D.  
Medical Director

J. P. Dutton /s/  
J. P. Dutton, President

Jerry Echemann /s/  
Jerry Echemann, Vice-President

Approved as to form:  
Jacob Manning /s/  
Belmont County Assistant Prosecutor

Vince Gianangeli /s/  
Vince Gianangeli

APPROVED AND ACKNOWLEDGED

I do hereby acknowledge and approve the contents hereof.

\_\_\_\_\_  
James G. Zusack, Sheriff of Belmont County, Ohio  
Upon roll call the vote was as follows:



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

Mr. Dutton noted the Board of Commissioners oversees the nursing staff at the jail.

**IN THE MATTER OF APPROVING THE CONTRACT AND NOTICE TO PROCEED WITH WORLDWIDE INDUSTRIES CORP/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Contract and Notice to Proceed with Worldwide Industries Corp., in the amount of \$547,565.00, for the Belmont County Water and Sewer District McKeever Tank Repainting project, based upon the recommendation of Jeff Vaughn, Project Engineer.

**AGREEMENT**

This Agreement is dated as of the 19th day of FEBRUARY in the year 2025, by and between the **Belmont County Commission** hereinafter called Owner, and Worldwide Industries Corp., hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

**McKEEVER TANK REPAINTING**

**ARTICLE 2 - ENGINEER**

The Project has been designed by Vaughn, Coast & Vaughn, 154 S. Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 The work will be fully completed and ready for final payment by October 15, 2025, in accordance with paragraph 14.07 of the GENERAL CONDITIONS and the NOTICE TO PROCEED; with work at the tank site to be completed within 60 days of the date when that tank is taken out of service and all work to be completed by October 15, 2025.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

**ARTICLE 4 - CONTRACT PRICE**

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Five hundred forty-seven thousand five hundred sixty-five dollars and zero cents

Written

\$547,565.00

Numeric

**ARTICLE 5 - PAYMENT PROCEDURES**

- 5.1 Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

**ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids
- 7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.
- 7.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions, pages 1 to 65, inclusive.
- 7.7 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 7.8 Specifications bearing the title:  
**Belmont County Commission  
Belmont County Water and Sewer District  
McKeever Tank Repainting**
- 7.9 Drawings, consisting of sheets numbered   0   inclusive with each sheet bearing the following general title:
- 7.10 Addenda Number   1  , inclusive.
- 7.11 Contractor's Bid with attachments
- 7.12 Documentation submitted by Contractor prior to Notice of Award, pages   -   to   -  , inclusive.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**ARTICLE 10 - OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on FEBRUARY 19, 2025.

OWNER: Belmont County Commission

CONTRACTOR: Worldwide Industries Corp.

BY: [Signature]  
 BY: Jerry Echemann  
 BY: Vince Gianangeli

BY: [Signature]  
 Eric Adley

(Corporate Seal)

(Corporate Seal)

ATTEST: [Signature]

ATTEST: Melissa Carbin  
Melissa Carbin

Address for giving notices:  
Belmont County Courthouse  
101 W. Main St.

Address for giving notices:  
Worldwide Industries Corp.  
470 Mitchell Hill Road

Owner/Contractor Agreement  
00500-4

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:44 A.M.**

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

Upon roll call the vote was as follows:

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

Jaclynn Smolenak, Fiscal Clerk, was present for a portion of executive session. Mr. Butcher's phone call ended at 11:20 a.m.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:00 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:00 p.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF HIRING DAVID EDDY, FULL-TIME  
MASTER MECHANIC II/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of David Eddy, full-time Master Mechanic II at Belmont County Water and Sewer District, effective February 24, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF  
DENISE STARR, PART-TIME COOK/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the retirement of Denise Starr, part-time Cook at Senior Services of Belmont County, effective March 31, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:01 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:01 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of February, 2025.

J. P. Dutton /s/ \_\_\_\_\_

Jerry Echemann /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Commissioner Vince Gianangeli – Absent \_\_\_\_\_

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

J. P. Dutton /s/ \_\_\_\_\_ PRESIDENT

Bonnie Zuzak /s/ \_\_\_\_\_ CLERK