

St. Clairsville, Ohio

April 30, 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 \$1,142,928.38

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0040-A002-G08.003 PERS	E-0042-A002-J02.003 PERS	\$245.17
E-0051-A001-A50.000 Budget Stabilization	E-0059-A009-A00.002 Salary	\$8,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0059-A009-A01.003 PERS	\$2,000.00

B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B13.006 Hospitalization	E-1600-B000-B02.002 Salaries-Employees	\$12,930.48
E-1600-B000-B13.006 Hospitalization	E-1600-B000-B07.000 Veterinary Services	\$382.88
E-1600-B000-B13.006 Hospitalization	E-1600-B000-B08.003 PERS	\$147.95

N22 WWS CAPITAL IMPROVEMENTS/BCWSD

FROM	TO	AMOUNT
E-9022-N022-N16.000 Asset Management	E-9022-N022-N04.055 Contract Projects	\$2,000,000.00
E-9022-N022-N18.074 Transfers Out	E-9022-N022-N19.000 Materials	\$200,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$3,400.00

P53 SANITARY SEWER DISTRICT FUNDS AND N14 SSD CAPITAL IMPROVEMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9014-N014-N07.574 Transfers In	\$200.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:

DJFS-Shannon Weekley and Ed Braun, Jr. to San Diego, CA. on April 30-May 1, 2025, to bring a foster child back to Belmont County.
Estimated expenses: \$2,344,40.

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 April 23, 2025.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated April 30, 2025, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING KELSEY FLADING AS FULL-TIME
HUMAN RESOURCE ADMINISTRATIVE ASSISTANT/COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Kelsey Flading, full-time Human Resource Administrative Assistant for the Belmont County Commissioners, effective May 5, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL AND TERMS AND CONDITIONS
FROM H. E. NEUMANN COMPANY/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept proposal and terms and conditions from H. E. Neumann Company in the amount of \$30,223.00 to cut out existing main sanitary sewer that is damaged and replace with PVC piping, replace floor drains in the men’s restroom and test replaced sanitary piping before backfill at the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE BELMONT COUNTY
ENGINEER’S PROJECT 25-2 2025 CHIP SEAL PROGRAM TO SC CONSTRUCTION & MATERIALS, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s Project 25-2 2025 Chip Seal Program to low bidder SC Construction & Materials, LLC, in the amount of \$1,435,375.80, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: Engineer’s estimate: \$1,556,110.80.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE
BY AND BETWEEN THE BELMONT COUNTY COMMISSIONERS
AND ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective April 30, 2025, in the amount of \$6,500 per net leasehold acre for 1.7315 acres, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$11,254.75.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 30th day of April, 2025, 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 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:

See Exhibit 'A' attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of **1.7315 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 30, 2025** (effective date) to **11:59 P.M. April 29, 2030** (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 within ninety (90) days from the end of the continuous twelve (12) month Shut-in period, 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 its Exhibits “A” and “B”, 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 “B” attached hereto and made a part hereof (which terms and conditions are an integral part of this Lease).

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

LESSOR:

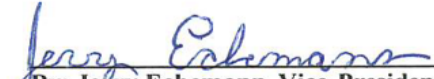
LESSEE:

The Belmont County Board of Commissioners

Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company


By: J.P. Dutton, President

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


By: Jerry Echemann, Vice-President


By: Vince Gianangeli, Commissioner

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

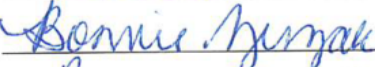
ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF BELMONT)

On this, the 30th day of APRIL, 2025, before me, the undersigned officer, personally appeared J.P. Dutton, as President, Jerry Echemann, as Vice-President, and Vince Gianangeli, as Commissioner of The Belmont County Board of Commissioners, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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



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

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 2 (4/7/2025 TO 4/20/2025)
FROM OHIO-WEST VIRGINIA EXCAVATING CO/ WEST END FORCE MAIN IMPROVEMENTS PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 2 (4/7/2025 to 4/20/2025) from Ohio-West Virginia Excavating Co., in the amount of \$77,224.80 for the West End Force Main Improvements Project, based upon the recommendation of Belmont County Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 7 (THROUGH 3/28/2025)
FROM BORDER PATROL, LLC/EASTSIDE LIFT STATION PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 7 (through 3/28/2025) from Border Patrol, LLC, in the amount of \$60,937.64, for the Eastside Lift Station Project, based upon the recommendation of Belmont County Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TO SERVE NOTICE OF CANCELLATION
OF CURRENT BUSINESS ORDER AGREEMENT WITH COMCAST FOR
SERVICE AT THE BELMONT COUNTY ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve to serve notice of cancellation of the current Business Service Order Agreement with Comcast for service at the Belmont County Animal Shelter per the Business Services Customer Terms and Conditions.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUOTE AND SUBSCRIBER
AGREEMENT WITH BELMONT GIG/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote and the Subscriber Agreement with Belmont GIG, in the monthly amount of \$135.00, for internet service at the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE SERVICES AND
PRODUCTS AGREEMENT WITH BRESKO BROADBAND/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Services and Products Agreement with Bresco Broadband, in the monthly amount of \$201.40 for a three-year term for phone services and a one-time fee of \$1,592.00 for equipment at the Belmont County Animal Shelter

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE NATIONAL DAY OF PRAYER PROCLAMATION

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the National Day of Prayer Proclamation.

NATIONAL DAY OF PRAYER

WHEREAS, National Day of Prayer was first observed by members of the Continental Congress in 1775, and President Truman signed a joint resolution declaring an annual National Day of Prayer in 1952; and

WHEREAS, the 100th United States Congress passed a resolution on May 5, 1988, proclaiming the observance of the National Day of Prayer on the first Thursday of May each year thereafter; and

WHEREAS, prayer plays a powerful role in the lives of people of all cultures, religions and backgrounds, and serves as a source of moral and spiritual guidance for million throughout the nation; and

WHEREAS, we unite with fellow citizens to exercise the freedom we have to gather in prayer to seek guidance, provision, protection, and purpose for the benefit of every individual; and

WHEREAS, the National Day of Prayer belongs to all Americans and is as important to our nation today as it was in the beginning. It is a day that transcends differences, bringing together citizens from all backgrounds.

NOW, THEREFORE, WE, the Board of Belmont County Commissioners do hereby designate May 1, 2025, as National Day of Prayer for Belmont County and encourage prayer for the benefit of our communities, county and nation.

Adopted this 30th day of April, 2025

BELMONT COUNTY COMMISSIONERS

J.P. Dutton /s/

Jerry Echemann /s/

Vince Gianangeli /s/

Upon roll call the vote was as follows:

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

RECESS

Barnesville Shamrocks and St. Clairsville Red Devils High School Cheerleaders
Re: Resolutions Honoring Cheerleaders

IN THE MATTER OF ADOPTING THE RESOLUTIONS HONORING THE BARNESVILLE

SHAMROCKS AND ST. CLAIRSVILLE HIGH SCHOOL RED DEVILS CHEERLEADERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolutions honoring the Barnesville Shamrocks and St. Clairsville High School Red Devils Cheerleaders.

***RESOLUTION
HONORING THE BARNESVILLE
SHAMROCKS
HIGH SCHOOL
CHEERLEADING SQUAD***

WHEREAS, the Barnesville Shamrocks High School Cheerleading Squad is the school spirit leader for the athletic teams, students, parents and fans; and

WHEREAS, the Barnesville Shamrocks High School Cheerleading Squad is led by Head Coach Abby McClelland and Assistant Coach Amanda Sobutka; and

WHEREAS, the Barnesville Shamrocks High School Cheerleading Squad, through their hard work, commitment and perseverance, was named the OVAC 3A Champions for the fourth year in a row; and

WHEREAS, the squad, was recognized as the champion in Division V OHSAA Game Day State Championship. The squad also had the highest scores for Band Chant, Crowd Leading and Fight Song; and

WHEREAS, the squad was named as the champion in the OAC State Non-building Game Day, as well as champions in OAC State Non-building which is a testament to their dedication and many hours of practice.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners, on behalf of all county residents, do hereby honor the Barnesville Shamrocks High School Cheerleading Squad and Head Coach Abby McClelland and Assistant Coach Amanda Sobutka, for the level of success achieved and congratulates them on their outstanding performance and fine representation of Belmont County. Adopted this 30th day of April 2025.

BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/
Jerry Echemann /s/
Vince Gianangeli /s/

***RESOLUTION
HONORING THE ST. CLAIRSVILLE
HIGH SCHOOL RED DEVILS
CHEERLEADERS***

WHEREAS, the St. Clairsville High School Red Devils Cheerleading Squad is the school spirit leader for the athletic teams, students, parents and fans; and

WHEREAS, the Cheerleading Squad receives superb instruction and steadfast motivation from 1st year head coach Kara Kapiskosky; and

WHEREAS, the St. Clairsville Red Devils Cheerleading Squad, through their hard work, commitment and perseverance, has won 17 consecutive OVAC cheering championship 4-A titles; and

WHEREAS, the squad has won 13 state titles and won the OHSAA Game Day Division IV State Championship four years in a row; and

WHEREAS, the squad has participated and won numerous titles and the respect of many within the sport and the various accomplishments of this outstanding group of young women is a testament to their dedication and many hours of practice.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners, on behalf of all county residents, do hereby honor the St. Clairsville Red Devils Cheerleading Squad and Coach Kara Kapiskosky, for the level of success achieved and congratulates them on their outstanding performance and fine representation of Belmont County. Adopted this 30th day of April, 2025.

BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/
Jerry Echemann /s/
Vince Gianangeli /s/

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 11:36 A.M

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

Upon roll call the vote was as follows:

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

Scott Larkin, Facilities Director, was present until 11:56 a.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:53 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:53 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 no motions to be considered.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:53 P.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the termination of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:58 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:58 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 is one motion to be considered.

**IN THE MATTER OF APPROVING THE TERMINATION
OF MICHAEL BELON, FULL-TIME BUILDING AND GROUNDS
MAINTENANCE/HOUSEKEEPING EMPLOYEE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the termination of Michael Belon, full-time Building and Grounds Maintenance/Housekeeping employee, effective May 2, 2025, and advise his supervisor to notify him of the same.

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 2:05 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 2:05 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of May, 2025.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Vince Gianangeli /s/_____

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

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK