

St. Clairsville, Ohio

July 2, 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 \$1,224,259.21**

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:

**H08 WIA AREA 16 FUND**

FROM	TO	AMOUNT
E-2610-H008.H02.000 Carroll Co DJFS WIOA	E-2610-H008.H01.000 Belmont Co DJFS WIOA	\$75,000.00

**Y91 EMPLOYER SHAREHOLDING ACCOUNT**

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$263.51

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:

**S02 SHERIFF'S POLICING REVOLVING FUND AND GENERAL FUND**

FROM	TO	AMOUNT
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$35,692.80
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$519.67
E-5102-S002-S03.003 PERS	E-0131-A006-A13.003 PERS	\$6,094.50
E-5102-S002-S04.006 Hospitalization	E-0256-A014-A06.006 Group & Liability	\$2,417.91

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 certification dates:

**\*\*JANUARY 7, 2025\*\***

**S02 SHERIFFS POLICING REVOLVING FUND**

E-5102-S002-S01.002	Salaries	\$35,692.80
E-5102-S002-S02.005	Medicare	\$519.67
E-5102-S002-S03.003	PERS/SPRS	\$6,094.50
E-5102-S002-S04.006	Health Insurance	\$2,417.91

**T11 BELMONT CO. COMMISSIONERS C.D.B.G./BELOMAR**

E-9702-T011-T02.000	Home Grant-Monies from HUD	\$10,640.85
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**\*\*JULY 2, 2025\*\***

**A00 GENERAL FUND**

E-0051-A001-A08.000	Travel and Expenses	\$700.00
E-0051-A001-A51.000	Oil & Gas-Cmmrs.	\$532.59
E-0131-A006-A09.000	Medical	\$851.34
E-0131-A006-A17.010	Cruisers	\$6,802.26
E-0131-A006-A20.000	False Alarms	\$650.00
E-0131-A006-A23.000	Background	\$68.00
E-0131-A006-A24.000	E-SORN	\$180.00
E-0131-A006-A26.000	K-9	\$1,000.00
E-0131-A006-A32.000	Warrant Fee	\$18,866.84
E-0181-A003-A11.000	Other	\$5.41

**E11 9-1-1 WIRELESS**

E-2301-E011-E01.011	Contract Services	\$113,384.56
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**S00 COMMISSARY FUND/SHERIFF**

E-5100-S000-S01.010	Commissary	\$12,796.23
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**S01 CONCEALED HANDGUN LICENSE FUND**

E-5101-S001-S06.000	CCW License	\$697.00
E-5101-S001-S07.012	CCW Equipment	\$1,013.00

**S30 OAKVIEW JUVENILE REHABILITATION DIST**

E-8010-S030-S54.000	Food	\$80.00
E-8010-S030-S67.004	Workers' Compensation	\$71.74

**S70 BELMONT CO SENIOR PROGRAMS**

E-5005-S070-S30.000	Wise Grant	\$5,000.00
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**U10 SHERIFF'S RESERVE ACCOUNT**

E-9710-U010-U06.000	Reserve	\$1,377.50
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR**  
**THE DELTA DENTAL CHARGEBACKS FOR**  
**THE MONTHS OF JUNE AND JULY 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds  
for the Delta Dental Chargebacks for the months of June and July 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	20,060.44
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	571.94
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	262.74
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	106.58
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	145.62
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,509.49
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	252.20
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	39.04
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	106.58
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	213.16
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	159.87
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	106.58
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	106.58
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	39.04
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	650.02
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	184.66
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	106.58
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	198.62
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	4.63
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	118.78
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	5.33
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	62.72
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	62.94
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	126.78
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	122.34
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	51.41
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	7.20
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	106.32
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	5.52
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	3.94
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	64.73
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.00
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	504.40
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	6,060.22
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,676.78
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	213.16
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	106.58

K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	339.26
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	213.16
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	106.58
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	3,039.28
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	626.60
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	319.74
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,697.50
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	397.82
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	2,058.20
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	213.16
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	39.04
TOTALS		R-9891-Y091-Y07.500	45,173.86

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION**  
**CHARGEBACKS FOR THE MONTHS OF JUNE AND JULY 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer  
of funds for the Vision Chargebacks for the months of June and July 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	6,049.78
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	162.78
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	90.24
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	29.52
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	44.70
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	461.76
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	74.22
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	15.18
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	29.52
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	44.28
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	59.04
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	29.52
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	29.52
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	15.18
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	193.14
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	59.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	29.52
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	51.05
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	1.59
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	34.67
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	1.48
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	17.92
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	19.84

Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	35.67
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	35.83
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	23.89
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	2.18
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	37.40
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	1.76
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	1.33
Enhanced Operations	E-2239-F091-F01.002	R-9891-Y091-Y06.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	17.93
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.00
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	148.44
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	1,748.40
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	473.16
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	59.04
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	29.52
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	96.15
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	505.20
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	237.00
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	848.30
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	219.46
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	88.56
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,086.30
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	104.58
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	633.39
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	59.04
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	15.18
TOTAL			

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS**  
**FOR HSA CHARGEBACKS/JULY 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA Chargebacks for July 2025.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	70.89
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	527.02
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89

E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
TOTALS			1,317.55

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **A00 GENERAL FUND/MISCELLANEOUS-OTHER-\$700.00** paid into R-0050-A000-A45.500, Refunds and Reimbursements on 06/24/2025.

**A00 GENERAL FUND/OIL & GAS RECEIPTS-\$264.20** paid into R-0050-A000-A02.500, Oil & Gas Receipts 05/05/2025. *(This money was receipted in under Oil & Gas Receipts, but should have been received by the Belmont County Land Bank)*

**A00 GENERAL FUND/OIL & GAS RECEIPTS-\$268.39** paid into R-0050-A000-A02.500, Oil & Gas Receipts 05/05/2025. *(This money was receipted in under Oil & Gas Receipts, but should have been received by the Belmont County Land Bank)*

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 July 2, 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 ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR APRIL 2025**

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

- Final Sales & Use Tax Distribution Report for the month of April 2025.

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:

**COMMISSIONERS**-Jerry Echemann to Caldwell, OH, on July 25, 2025, to attend the EODA Annual Membership meeting. A county car will be used for travel.

**DJFS**-Mike Schlanz to Washington, PA, on July 11, 2025, to attend the Apprenticeship Summit. Estimated expenses: \$108.24. Mike Schlanz to Cadiz, OH, on July 25, 2025, to attend the WDA16 Outreach meeting. A county car will be used for travel.

**HR DEPARTMENT**-Erin McVay to Pickerington, OH, on July 16, 2025, for CLCCA business. A county car will be used for travel.

**RECORDER**-Jason Garczyk to Columbus, OH, on July 16, 2025, to attend the Ohio Recorders’ Association Legislative Committee meeting. A county car will be used for travel.

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 June 25, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR THE BELMONT HARRISON MONROE MENTAL HEALTH AND RECOVERY BOARD**

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN-MILL LIMITATION**

**WHEREAS**, The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare it necessary for a renewal levy in excess of such rate.

**BE IT RESOLVED** by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, two-thirds of all members elected thereto concurring, that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Belmont County, Ohio for the purpose of:

*Providing mental health and addiction services to the residents of Belmont County at a rate not exceeding 1.25 mills for each one dollars of valuation, which amounts to twelve and one-half (.125) cents for each one hundred dollars in valuation, for a period of ten (10) years, commencing with tax list year 2025 and duplicate, for first collection in calendar year 2026 and appearing on the tax list for the specified years: 2025, 2026, 2027, 2028, 2029, 2030,2031,2032, 2033 and 2034 (Ohio Revised Code Section 5705.221).*

**BE IT FURTHER RESOLVED**, that the question of levying the renewal taxes be submitted to the Board of Elections of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 4th day of November 2025; and;  
**BE IT FURTHER RESOLVED**, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if majority of the electors voting thereon vote in favor thereof; and;  
**BE IT FURTHER RESOLVED**, that the Clerk of this Board of Commissioners be and she is hereby directed to certify a copy of this Resolution to the Board of Elections, Belmont County, Ohio and notify said Board of Elections to cause notice of election on the question of levying said renewal tax to be given as required by law.  
Commissioner Dutton moved for the adoption of the foregoing Resolution, seconded by Commissioner Echemann, and the roll being called upon its adoption, the vote resulted as follows:

Commissioner Dutton	<u>Yes</u>
Commissioner Echemann	<u>Yes</u>
Commissioner Gianangeli	<u>Yes</u>

In Witness Whereof, the following have executed this instrument this 2nd day of July 2025.

<u>J. P. Dutton /s/</u>
J. P. Dutton, President
<u>Jerry Echemann /s/</u>
Jerry Echemann, Vice-President
<u>Vince Gianangeli /s/</u>
Vince Gianangeli

**IN THE MATTER OF APPROVING QUOTE NUMBER 10033**  
**FROM DIGITAL DATA COMMUNICATIONS, INC/BUILDING AND GROUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 10033 from Digital Data Communications, Inc., in the amount of \$1,275.07 for one Lenovo ThinkPad and one Microsoft Office 365 Business in the yearly amount of \$99.60 for the Belmont County Building and Grounds Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR LICENSE STOCK TRANSFER FOR**  
**PILOT TRAVEL CENTERS LLC, DBA PILOT TRAVEL CENTER 449**

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 a stock transfer for Liquor Permit Number 69282280155 for Pilot Travel Centers LLC, DBA Pilot Travel Center 449, 66377 Belmont Morristown Road, Union Township, Belmont, OH 43718.

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**  
**WITH ASCENT RESOURCES – UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective July 2, 2025, in the amount of \$6,500 per net leasehold acre for 1.839 acres, located in Union Township, for a five-year term, 20% royalty. Total Payment Amount: \$11,953.50.

PAID-UP  
OIL & GAS LEASE      Lease No. \_\_\_\_\_

This Lease made this 2<sup>nd</sup> day of July, 2025, by and between: **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Vince Gianangeli 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 **Union**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 8; Range: 5; Section: 6; SW ¼: Tax Parcel No.: 39-01415.001, Containing 1.839 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Sam Johnson**  
On the East by lands of: **Ohio River Collieries Company**  
On the South by lands of: **Patrick J. Dubiel, et al**  
On the West by lands of: **Board of Trustees of Union Township**

and described for the purposes of this agreement as containing a total of 1.839 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Ohio River Collieries Company, an Ohio Corporation, by virtue of deed dated May 11, 1999, and recorded in said County and State in Book 748, Page 117. 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. **July 2, 2025** (effective date) to 11:59 P.M. **July 1, 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 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:

LESSEE:

The Belmont County Board of Commissioners

Ascent Resources – Utica, LLC  
An Oklahoma Limited Liability Company

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

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

APPROVED AS TO FORM:

M. H. [Signature]  
PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGMENT

STATE OF OHIO )  
COUNTY OF BELMONT ) SS:

On this, the 2nd day of JULY, 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  
Signature/Notary Public: Bonnie Zuzak  
Name/Notary Public (print): BONNIE ZUZAK



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

Upon roll call the vote was as follows:

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

**RESOLUTION AUTHORIZING J. P. DUTTON TO PREPARE AND SUBMIT AN EMERGENCY APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**  
**“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”**

***ATTACHMENT C***

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Belmont County Commission is planning to make emergency capital improvements to BEL-20-0.33 Blaine-Chermont Road Retaining Wall Project; and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified emergency project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner J. P. Dutton is hereby authorized to apply to the OPWC funds as described above.

Section 2: Belmont County Commissioner J. P. Dutton is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Motion made by Commissioner Echemann seconded by Commissioner Gianangeli to adopt the foregoing resolution which upon roll call was unanimously adopted.

Passed: July 02, 2025

Signed: **Belmont County Commissioners**

J. P. Dutton /s/  
J. P. Dutton, President  
Jerry Echemann /s/  
Jerry Echemann, Vice-President  
Vince Gianangeli /s/  
Vince Gianangeli

**IN THE MATTER OF APPROVING THE AT&T DEDICATED INTERNET & VOICE BUNDLE AGREEMENT/EMA**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the AT&T Dedicated Internet & Voice Bundle Agreement, for a three-year term, for dedicated fiber 20MB and twenty-five phone lines at the Belmont County Emergency Management Agency, in the total monthly amount of \$697.36.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE OHIO DEPARTMENT OF DEVELOPMENT WATER AND WASTEWATER INFRASTRUCTURE PROGRAM GRANT AGREEMENT FOR THE BLAINE HILL GRAVITY FORCE MAIN REPLACEMENT PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the Second Amendment to the Ohio Department of Development Water and Wastewater Infrastructure Program Grant Agreement for the Blaine Hill Gravity Force Main Replacement Project changing the expiration date to December 31, 2025.

Upon roll call the vote was as follows:

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

**Announcements-**Mr. Dutton announced the Belmont County Transportation Improvement District was the recipient of two \$400,000.00 grants from the State of Ohio. This amount equated to about 10% of the overall funding. This funding will be used for redesign of an intersection in the Village of Belmont and for continued design at the base of Blaine Bridge. The TID board is also seeking several millions of federal funds for those projects. Senior Services of Belmont County recently received some grant funding for the replacement of two vehicles at no cost to Senior Services. The Port Authority announced funding was received from the State of Ohio for a project they have been working on for a building in downtown Barnesville. Funding was also received for another building in Barnesville that houses a material technology business that has been located there for the past year. Mr. Dutton said this is a great example of different entities within Belmont County working to bring in funds to offset local dollars.

**OPEN PUBLIC FORUM-**Martins Ferry Mayor John Davies asked if there was any change in methodology for the distribution of Local Government Funds after he pled his case for additional funding previously with the Board of Commissioners. He said they get the same amount of money for their park district as one that only has a picnic table under the Blaine Bridge. Martins Ferry has an Olympic sized swimming pool and ballfields to take care of. Martins Ferry also has a lower property value than other communities. Mr. Dutton said the Commissioners did not have anything to do with the new formula, but they did vote for it. The Commissioners were apprised of it by the Budget Commission. Mr. Dutton said, “My understanding was that it was difficult to determine how the prior formula was derived, and by Ohio Revised Code the formula needed updated or you would fall to the state formula, which I don’t think any county currently utilizes. The state formula would have drastically impacted the county’s allocation, bringing it close to or at 50%. Currently Belmont County’s allocation is just 15%. As a board, we felt that was appropriate and weren’t looking to add to the county’s share. We wanted to see additional dollars going out to the townships, villages, and even park districts.” Mr. Gianangeli said there are 16 townships, 15 municipalities and 13 park districts that all benefit from Local Government Funds. He noted the amount for 2025 is almost \$2.57 million. Mr. Gianangeli said it is very apparent the riverfront benefited over the years. The Budget Commission was tasked with coming up with a methodology or it would have gone to the statutory formula, which would have affected the townships and municipalities in a negative way. He said he feels the 15% the county receives is fair, but he did propose that the county only take 10%. This would have amounted to \$107,000. That amount would have been distributed to the eight municipalities that have a population over 1,000. Those that have a population under 1,000 already receive additional Local Government Funds as do the townships. Martins Ferry would have received the biggest chunk. He said he proposed this in a general discussion with his colleagues. Mr. Gianangeli said he had conversations with the Auditor about need when deciding on a methodology. He said he did vote for the new methodology to be uniform with his colleagues. Mr. Dutton said this conversation was about 10 times longer than the conversation they had. It was a very short and informal conversation that didn’t have a lot of back and forth. Mr. Echemann agreed. Mr. Dutton said they knew there was a timeframe to complete the process. Mayor Davies said he feels Martins Ferry is underfunded. He wants to know what to tell the kids next year when they have to close the pool because there is not funding to run the pool. Mayor Davies said they will have to cut EMS services without additional funding. Belmont County Auditor Cindi Henry said since the mid 90’s the county has only kept 15-17% over the years. There was a change in law in 2024 on how the Budget Commission was to come up with a formula. The Budget Commission had a meeting with the entities to discuss how determining the formula was done. A majority of the entities approved the proposed funding. Treasurer Kathy Kelich said she knows Martins Ferry will be short \$25,000 due to pay increases and pool costs, but in the new methodology Martins Ferry will

be receiving an extra \$10,000 in 2026. Mr. Dutton said rightly or wrongly a majority of state funds is distributed on population. Ms. Kelich said the Board of Commissioners had one vote, just like Martins Ferry and the other entities. They don't get to come back to the Budget Commission for a revision to the methodology. Mr. Echemann said he was not willing to decrease the county's percentage. Mr. Dutton said there has been inequities in the formula in the past, but they voted on this because they felt it was most equitable. Ms. Henry said this law is for five years so it will be looked at again.

RECESS

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:06 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 termination of public employees.

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 11:32 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:32 a.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.

**IN THE MATTER OF APPROVING THE TERMINATION OF LARRY USENICK, FULL-TIME UTILITY WORKER AT BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the termination of Larry Usenick, full-time Utility Worker at Belmont County Water and Sewer District, effective June 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 RESIGNATION OF MADISON HUGHES, PART-TIME KENNEL STAFF**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Madison Hughes, part-time kennel staff at Belmont County Animal Shelter, effective July 11, 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 11:33 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:33 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of July, 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