

St. Clairsville, Ohio

September 24, 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,832,160.15

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-0051-A001-A50.000 Budget Stabilization	E-0059-A009-A00.002 Salary	\$18,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0059-A009-A01.003 PERS	\$2,000.00
E-0160-A009-D14.000 Building Fund	E-0160-A009-D02.002 Salaries	\$84,308.00
E-0254-A009-E01.000 Grants-Mandated Share	E-0257-A015-A15.074 Transfers Out	\$55,835.25

S30 OAKVIEW JUV REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel & Utilities	\$20,000.00
E-8010-S030-S58.000 Communications	E-8010-S030-S64.012 Equipment	\$1,938.00

S33 DISTRICT DETENTION HOME

FROM	TO	AMOUNT
E-0910-S033-S33.002 Salaries	E-0910-S033-S39.000 Food Service	\$15,000.00
E-0910-S033-S33.002 Salaries	E-0910-S033-S34.010 Supplies	\$10,000.00
E-0910-S033-S33.002 Salaries	E-0910-S033-S38.011 Contract Services	\$15,000.00

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:

A00 GENERAL FUND AND H00 PUBLIC ASSISTANCE/BCDJFS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-2510-H000-H09.574 Transfers In	\$55,835.25

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 below certification date:

****SEPTEMBER 22, 2025****

N89 OEMA SDRP APRIL 2024 DISASTER ST REIMBURSEMENTS

E-9089-N089-N01.011	Contact Services	\$354,852.37
---------------------	------------------	--------------

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 JULY 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 July 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:

DJFS-Shelly Schramm, Hollee Goudy, Lori Bittengle and Kathaleen Dobson to Wooster, OH, on October 29, 2025, to attend the ECOD Fall Retreat. A county car will be used for travel. Estimated expenses: \$500.00.

SSOBC- Barnesville, Colerain, Martins Ferry and St. Clairsville Senior Center employees to Marietta, OH, on October 16, 2025, for a senior outing on the Valley Gen River Cruise. Bellaire, Bethesda and Powhatan Senior Center employees to Marietta, OH, on October 23, 2025, for a senior outing on the Valley Gen River Cruise. Barnesville Senior Center employees to Wheeling, WV, on October 22, 2025, for a senior outing to Oglebay Park. Flushing Senior Center employees to Coshocton, OH, on October 6, 2025, for a senior outing to Roscoe Village. County vehicles 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 September 17, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RETIREMENT OF RICHARD MALESKI, PART-TIME OPERATOR OF RECORD/WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the retirement of Richard Maleski, part-time Operator of Record at Belmont County Water and Sewer District, effective October 2, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING JACLYNN SMOLENAK, FORMER FISCAL CLERK FOR THE BELMONT COUNTY COMMISSIONERS, TO TRANSFER HER UNUSED SICK AND VACATION TIME TO HER NEW POSITION AS BUSINESS SERVICE MANAGER AT BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Jaclynn Smolenak, former Fiscal Clerk for the Belmont County Commissioners, to transfer her unused sick and vacation time to her new position as Business Service Manager at the Belmont County Water and Sewer District.

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 September 24, 2025, in the amount of \$6,500 per net leasehold acre for 2.478 acres, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$16,107.00.

PAID-UP
OIL & GAS LEASE

Lease No. _____

This Lease made this 24th day of SEPTEMBER, 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 **Richland**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 6; Range: 3; Sections: 34 (NE ¼) & 28 (NW ¼): Tax Parcel No.: Unknown (Portion of Rehm Road in Rehm's Hill Subdivision and Rehm's Good Intent Subdivision), Containing 2.478 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Shannan K. Watson, Trustee**
On the East by lands of: **Richard A. Daley and Julie A. Daley**
On the South by lands of: **Brian L. Miller and Terri L. Miller**
On the West by lands of: **Franklin M. Stewart, Jr. and Mabeljean Stewart**

and described for the purposes of this agreement as containing a total of 2.478 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Kathryn Marie Rehm, et al, by virtue of plat dated January 15, 1972, and recorded in said County and State in Cabinet A, Slide 93; and from Kathryn Marie Rehm, et al, by virtue of plat dated February 15, 1972, and recorded in said County and State in Cabinet A, Slide 94. 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. **September 24, 2025** (effective date) to 11:59 P.M. **September 23, 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**

J.P. Dutton
By: J.P. Dutton, President

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

Jerry Echemann
By: Jerry Echemann, Vice President

Vince Gianangeli
By: Vince Gianangeli, Commissioner

APPROVED AS TO FORM:

Assistant Pros. Attorney
PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF BELMONT)

On this, the 24th day of SEPTEMBER, 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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH AMERICAN TRANSMISSION SYSTEMS, INC.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with American Transmission Systems, Inc., effective September 24, 2025, for repair and development activity at 2.64 miles of Hawthorn Hill Road at the Holloway Substation Slip Repair Project.

Note: Bond No. K42132287 in the amount of \$528,000 on file.

BELMONT COUNTY
ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING
PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and **American Transmission Systems, Inc (ATSI)**

Operator Name, whose address is,
341 White Pond Drive, Building B3 Akron, Ohio 44320
(Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within (CHECK ALL THAT APPLY)

<u> </u> Colerain Township	<u> </u> Flushing Township	<u> </u> Goshen Township
<u> </u> Kirkwood Township	<u> X </u> Mead Township	<u> </u> Pease Township
<u> X </u> Pultney Township	<u> </u> Richland Township	<u> </u> Smith Township
<u> </u> Somerset Township	<u> </u> Union Township	<u> </u> Warren Township
<u> </u> Washington Township	<u> </u> Wayne Township	<u> </u> Wheeling Township
<u> </u> York Township		

in Belmont County, Ohio and is required by law to keep such roads in good repair; and
WHEREAS, Operator is the operator of certain Solar and Electric Infrastructure, and intends to develop and operate the Holloway Substation Slip Repair Project, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Holloway Substation Slip Repair Project, located in Mead Township, Belmont County, Ohio; and
WHEREAS, Operator intends to commence use of 2.64 miles of Hawthorn Hill Road for the purpose of ingress to and egress from the Holloway Substation and for traffic necessary for the purpose of constructing sites and completion operations at the Holloway Substation Slip Repair Project (hereinafter referred to collectively as “Repair and Development Activity”); and
WHEREAS, the Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Repair and Development Activity; and
WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-project conditions or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Repair and Development Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Repair and Development Activity, prior to the start of project. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of Hawthorn Hill Road to be utilized by Operator hereunder, is that exclusive portion beginning at the northern terminus of Hawthorn Hill Road where it intersects Key Bellaire Road (Ohio State Route 147).
2. The portion of Hawthorn Hill Road to be utilized by Operator hereunder, is that exclusive portion ending at entrance to the Holloway Substation, located at the following approximate centroid coordinates: 39.964693, -80.808529; wherein Operator’s site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of Hawthorn Hill Road for any of its Repair and Development Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Repair and Development Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Repair and Development Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Repair and Development Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needed to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Repair and Development Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Repair and Development Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Repair and Development Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Repair and Development Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **\$528,000.00** dollars (at \$200,000 dollars per Chip Sealed mile). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually

- accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - b. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load, and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
 8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
 9. If the Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
 10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). The Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore,
Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.
 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement
 12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.
 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 14. In any event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.
 15. Agreement shall be governed by the laws of the State of Ohio.
 16. This Agreement shall be in effect on Sept. 24, 2025.

Effective Date Determined by Belmont County Commissioners

Executed in duplicate on the dates set forth below for **Holloway Slip Repair Project:**

Authority
By: J. P. Dutton /s/
J. P. Dutton
Belmont County Commissioner
By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
By: Terry Lively /s/
Terry D. Lively, P.S., P.E.
Belmont county Engineer
Dated: 9-24-25
Terrt K. Schultz, Jr. /s/
Approved as to Form:
Terry L. Schultz Jr.
Belmont County Assistant Prosecutor

Operator
By: Douglas C. Saltz /s/
Printed name: Douglas C. Saltz
Company Name: First Energy
Title: Director, Project Manager
Dated: 9/16/2025
Holloway-Dilles Bottom RUMA

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR BELMONT COUNTY
ENGINEER’S PROJECT 25-10 BEL-CR56-9.98/11.20, BEL-CR42-1.55
SLIDE REPAIR PROJECT TO OHIO-WEST VIRGINIA EXCAVATING CO.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid and enter into contract for the Belmont County Engineer’s Project 25-10: BEL-CR56-9.98/11.20 (Mt. Victory Road), Bel-CR42-1.55 (Fulton Hill Road), Slide Repair Project with Ohio-West Virginia Excavating Co., in the amount of \$473,136.50, based upon the recommendation of Terry Lively, Belmont County Engineer.
Note: Engineer’s estimate:\$500,000.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER’S
PROJECT #25-10: BEL-CR56-9.98/11.20, BEL-CR42-1.55 SLIDE REPAIR
OEMA SDRPApr2024**

Auditor’s Office, Belmont County, Ohio
This contract made and entered into this 24th day of September, 2025 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair roadway embankment failures along CR56 (Mt. Victory Road) and CR42 (Fulton Hill Road) and all related Work described by the Contract Documents.
All Work for the BEL-CR56-9.98/11.20, BEL-CR42-1.55 SLIDE REPAIR PROJECT shall be completed by NOVEMBER 15, 2025.
Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.
All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2023, and shall be under the direction of the County Engineer.

PROJECT #25-10: BEL-CR56-9.98/11.20, BEL-CR42-1.55 SLIDE REPAIR:	BEL-CR56-9.98 (PW92) SUBTOTAL = \$172,836.00
	BEL-CR56-11.20 (PW90) SUBTOTAL = \$211,653.00
	BEL-CR42-1.55 (PW108) SUBTOTAL = \$88,647.50

PROJECT #25-10 TOTAL = \$473,136.50

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/
Jerry Echemann /s/

Vince Gianangeli /s/
Upon roll call the vote was as follows:

OHIO - WEST VIRGINIA EXCAVATING CO.

By: Brian Hendershot .s.
Brian Hendershot, Pres.
Print/Type Signature

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

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE
TC ARCHITECT, INC. AGREEMENT FOR PHASE 2/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Amendment No. 1 to the TC Architect, Inc. agreement for professional design services relative to Phase 2 for a new Animal Shelter project, in the not to exceed amount of \$224,928.00. Additional services for surveying shall not exceed \$15,000.00 and additional services for soil borings shall not exceed \$10,000.00.

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

Amendment No. 1 to the Architect Agreement

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

As contemplated in the Preamble of the Agreement, the Architect has completed Phase 1 of the Basic Services and is now moving forward with a portion of Phase 2 of the Basic Services.

Specifically, the following language is added to the end of the Preamble:

The Architect is authorized to move forward with a portion of the Phase 2 Basic Services, which shall include those services outlined in the Agreement as Schematic Design Phase Services (Section 3.2), Design Development Phase Services (Section 3.3), Construction Documents Phase Services (Section 3.4 including but not limited to Section 3.4.7), Procurement Phase Services (Section 3.5), and services specified in Sections 2.5.7, 4.1.1.3, 4.1.1.4, 4.1.1.6, 4.1.1.8 through 4.1.1.12, 4.1.1.14 through 4.1.1.16, 4.1.1.20 through 4.1.1.24, and 4.1.1.28 through 4.1.2.1.4, and those services identified in Exhibit 1 to Amendment No. 1 to the Architect Agreement.

Terms related to Construction Phase services, including but not limited to Section 3.6, do not apply unless the Owner authorizes the Architect to perform such services via a separate written amendment to the Agreement.

Section 1.1.3 shall reflect \$5,473,116.00 as the Cost of the Work.

The following language is added to the end of Section 11.1:

The compensation for the portion of the Phase 2 Basic Services outlined in Amendment No. 1 to the Architect Agreement shall not exceed \$224,928.00.

The following language is added to the end of Section 11.3:

The compensation for Additional Services for surveying as specified in Section 5.4 of the Agreement shall not exceed \$15,000. The compensation for Additional Services for soil borings as specified in Section 5.5 of the Agreement shall not exceed \$10,000.

Further, Exhibit B – Architect's Hourly Rates is replaced with the hourly rate schedule in Exhibit 1 to Amendment No. 1 to the Architect Agreement.

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

The Board of Commissioners of Belmont County, Ohio
By: X Vince Gianangeli X Jerry Echemann
S.P. DUTTON JERRY EICHEMANN
Printed Name: VINCE GIANANGELI
Title: PRESIDENT VICE-PRESIDENT
Date: 9-24-25

TC Architects, Inc.
By: [Signature]
Printed Name: ERIK ALLEN
Title: VICE PRESIDENT
Date: 9.29.25

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

The undersigned, Fiscal Officer of the Owner hereby certifies in connection with the Amendment to which this Certificate is attached that the amount required to meet the obligations, under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

DATED: 9/23/25

[Signature]
Fiscal Officer

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING WORK ORDER NO. 001 FROM NEXTGEN COMMUNICATIONS, INC/911

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Work Order No. 001 from NextGen Communications, Inc., effective September 24, 2025 to June 30, 2027, to deploy and support equipment to interconnect with the State of Ohio Emergency Service IP Network and Guardian hosted call handling equipment for Belmont County 911 as follows:

- Initial software and hardware equipment needed-\$181,542.39 (One-time fee, purchased under Cooperative Purchasing).
- Hardware and installation-\$33,790.73 (One-time fee, not purchased under Cooperative Purchasing).
- Maintenance Fees-\$35,650.04 (Annual recurring fees beginning in Year 2 of contract, purchased under Cooperative Purchasing).

Note: This work order shall automatically renew for successive two-year terms unless otherwise terminated.

Upon roll call the vote was as follows:

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

Larry Merry, Belmont County Port Authority Director, introduced Amber Kohler, Ohio Southeast Manager of Engagement and Marissa Vetula, Ohio Southeast Project Manager. “Here in Belmont County, you know most of my past and know my best attribute is probably the relationships that I’ve build over the years. I hope that I can use those in Ohio Southeast to bring more jobs and economic development here in Belmont County,” said Ms. Kohler. Ms. Vetula said, “As project manager, I’m conduit to Jobs Ohio programs and grant funding for these companies that are adding equipment, adding building space, and creating jobs.” Ms. Kohler said they are happy to visit businesses and attend any event. Mr. Dutton said, “Ohio Southeast is our immediate partner that we work on for economic development as it pertains to the State of Ohio and Jobs Ohio as well. We honestly, in a lot of ways, work almost hand in glove with Ohio Southeast.”

RECESS

BUDGET HEARINGS-Present: Jody Thomas, Fiscal Clerk
2026 budget requests were reviewed.

JAIL NURSES-Present: Darcie Glover Giordano
\$601,000 requested for 2026. It would be helpful to have a Medical Assistant on staff. Extra help is needed on day shift. The average jail population is 110.

RECESS

CLERK OF COURTS-Present: Laura Zupko

\$536,433 requested for 2026. Mr. Dutton explained the appropriation was flatlined for 2025. He added the sales tax for the first half of the year has increased. Ms. Zupko said she understood the Commissioners were going to cover paying the \$15,000 invoice from JuryMark for the computer software program. Jaclynn Smolenak, former Fiscal Clerk, told her to pay it out of her computer fund. If that fund is used she will not be able to cover other contract costs. Ms. Zupko said she will look at raising the fees, but part of the fees goes to other departments, she only keeps a small portion. Mr. Dutton said they are limited on how much they can put out. Ms. Zupko did pay the JuryMark invoice out of the computer fund.

RECESS

Post Audit with State Auditors et al

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:47 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 employment and termination of public employees and ORC 121.22 (G)(4) Collective Bargaining.

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 1:43 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:43 p.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said there are several motions to be considered as a result of executive session.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF JOSEPH ANASTASIA, PART-TIME NON-EMERGENCY MEDICAL TRANSPORTATION DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Joseph Anastasia, part-time Non-emergency Medical Transportation Drive at Senior Services of Belmont County, effective October 3, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TERMINATION OF CHRISTINE NIEMAN, FULL-TIME ASSISTANT CLERK/PAYROLL FOR THE BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the termination of Christine Nieman, full-time Assistant Clerk/ Payroll for the Belmont County Commissioners, effective September 26, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING EMERGENCY MANAGEMENT AGENCY VOLUNTEERS TO UTILIZE COUNTY VEHICLES FOR PURPOSES OF EMA RELATED MATTERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Emergency Management Agency volunteers to utilize county vehicles for purposes of EMA related matters, effective September 24, 2025.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Thursday, September 25, 2025, at 10:30 a.m. with Commissioners Dutton, Echemann and Gianangeli present.

BUDGET HEARINGS-Present: Jody Thomas, Fiscal Clerk
2026 budget requests were reviewed.

COMMON PLEAS/MAGISTRATE-Present: Judge Vavra, Judge Berhalter, Bryanna Vavra, Bob Williams and Kelcie Hildebrand
\$572,964 requested for 2026 for Common Pleas. \$200,620 requested for 2026 for Magistrate
Mr. Dutton explained the appropriations for 2025 were flatlined except for the Auditor’s Office which took a 6% reduction and the Commissioners which took a 12% reduction. He said the sales tax for the first half of 2025 is trending up. Mr. Dutton said they have been dealing with increased health care costs. The average increase over the last 8 years was 5½%, the increase for 2026 is 12%. Judge Vavra said the jury selection for the capital murder case will be pricey. Judge Berhalter said they need to fund mandatory experts. He is estimating the total for the process to be \$200,000. Judge Vavra said the Clerk of Courts office is hinting they take over the jury selection process which would be additional software fees. He added they may need a full-time bailiff and an additional court reporter for the capital murder case. Mr. Williams said around \$24,000 has been reimbursed through the IV-D contract for the first half of the year.

RECESS

Reconvened Monday, September 29, 2025, at 8:38 a.m. with Commissioners Echemann and Gianangeli present.
Commissioner Dutton arrived at 8:42 a.m.

BUDGET HEARINGS-Present: Jody Thomas, Fiscal Clerk
2026 budget requests were reviewed.

DIVISIONAL COURTS-Present: Judge Costine, Judge Myser and Clerks Jessica Uscio, Donna Cottage and Cherri Westlake
\$854,243 requested for 2026. \$155,580 requested for Probation Officers’ salaries for 2026.

There is a shortage for 2025 in the Probation Officers’ salary line, in the amount of \$6,000-\$7,000 for each court.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 8:59 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 8:59 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of October, 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