

St. Clairsville, Ohio

November 19, 2025

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

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

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

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

IN THE TOTAL AMOUNT OF \$2,696,552.44

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-A28.000 Other Expenses	E-0051-A001-A13.000 Postage	\$40,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0170-A006-G02.002 Salaries	\$22,500.00
E-0051-A001-A50.000 Budget Stabilization	E-0170-A006-G09.003 PERS	\$5,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0170-A006-G05.011 Contract Services	\$1,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0170-A006-G08.000 Travel	\$1,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0170-A006-G11.000 Other Expense	\$500.00
E-0131-A006-A25.000 Housing of Inmates	E-0131-A006-A06.011 Contract Services	\$4,070.00
E-0131-A006-A36.000 Cruiser Purchases	E-0131-A006-A16.000 Other Expenses	\$10,000.00
E-0131-A006-A12.000 Travel	E-0131-A006-A16.000 Other Expenses	\$5,000.00
E-0131-A006-A36.000 Cruiser Purchase	E-0131-A006-A33.012 Equipment	\$20,000.00
E-0131-A006-A12.000 Travel	E-0131-A006-A03.010 Supplies	\$5,000.00
E-0131-A006-A12.000 Travel	E-0131-A006-A03.002 Salaries-Jail	\$20,000.00
E-0131-A006-A17.012 Cruisers	E-0131-A006-A03.002 Salaries-Jail	\$10,000.00
E-0131-A006-A18.000 Radios	E-0131-A006-A03.002 Salaries-Jail	\$3,000.00
E-0131-A006-A25.000 Contract Housing	E-0131-A006-A03.002 Salaries-Jail	\$433,000.00
E-0131-A006-A02.002 Salaries-Administration	E-0131-A006-A03.002 Salaries-Jail	\$200,000.00

N14 SSD CAPITAL IMPROVEMENTS

FROM	TO	AMOUNT
E-9014-N014-N11.000 Asset Management	E-9014-N014-N08.012 Equipment	\$50,000.00

S49 MENTAL HEALTH

FROM	TO	AMOUNT
E-2310-S049-S63.000 Other Expenses	E-2310-S049-S61.004 Workers Compensation	\$1,000.00

S55 TARGETED COMM ALTERN TO PRISON

FROM	TO	AMOUNT
E-1545-S055-S01.000 Grant Expenses	E-1545-S055-S02.002 Salaries/Fringes	\$40,000.00

S70 BELMONT CO SENIOR PROGRAMS

FROM	TO	AMOUNT
E-5005-S070-S17.000 Fuel	E-5005-S070-S10.000 Facilities	\$20,000.00

S99 PROB CRT CONDUCT BUSINESS FUND

FROM	TO	AMOUNT
E-1599-S099-S11.012 Equipment	E-1599-S099-S12.000 Other Expenses	\$25,000.00

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:

W80 PROSECUTOR’S-VICTIM PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Victim Ass. Salaries	R-0040-A000-A47.574 Transfers In	\$7,416.18

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 01, 2025****

P81 ARP ST. & LOCAL FISCAL RECOVERY

E-1801-P081-P05.055	Construction	\$500,000.00
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****NOVEMBER 18, 2025****

A00 GENERAL FUND

E-0111-A001-E02.002	Salaries	\$7,416.18
E-0131-A006-A23.000	Background	\$226.00
E-0131-A006-A24.000	E-SORN	\$819.00
E-0131-A006-A20.000	False Alarms	\$200.00

E-0131-A006-A09.000	Medical	\$3,686.12
E-0131-A006-A07.000	Training	\$30,291.76
E-0131-A006-A32.000	Warrant Fee	\$480.19
E-0131-A006-A28.000	Shop with a Cop	\$1,775.00
E-0131-A006-A17.010	Cruisers	\$18,812.50
E-0131-A006-A26.000	K-9	\$600.00
E-0181-A003-A11.000	Other Expenses	\$12,128.57
<u>B00 DOG AND KENNEL FUND</u>		
E-1600-B000-B07.000	Veterinary Services	\$500.00
E-1600-B000-B11.000	Other Expenses	\$536.86
<u>H00 PUBLIC ASSISTANCE</u>		
E-2510-H000-H26.000	CCMEP TANF Admin-CDJFS Lead	\$7,500.00
<u>M78 TITLE IV-E REIMB</u>		
E-0400-M078-M05.000	Other Expenses	\$4,488.00
<u>N14 SSD CAPITAL IMPROVEMENTS</u>		
E-9014-N014-N05.055	Contract Projects	\$51,696.27
<u>O62 USDA WATER BOND PAYMENT FUND</u>		
E-9262-O062-O03.050	Principal Loan Payments	\$918,938.31
E-9262-O062-O04.051	Interest Payments	\$533,624.16
<u>S00 COMMISSARY FUND/SHERIFF</u>		
E-5100-S000-S01.010	Commissary	\$19,738.75
E-5100-S000-S02.012	Jail Equipment	\$7,507.50
<u>S01 CONCEALED HANDGUN LICENSE FUND</u>		
E-5101-S001-S06.000	CCW License	\$3,047.00
E-5101-S001-S07.012	CCW Equipment	\$4,960.00
<u>S12 BELMONT COUNTY PORT AUTHORITY</u>		
E-9799-S012-S07.000	Professional Services	\$18,512.00
<u>S30 OAKVIEW JUV REHABILITATION</u>		
E-8010-S030-S54.000	Food	\$5,465.84
<u>S32 PAKVIEW JUV-ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$470.26
<u>S80 CLERK OF COURTS-COMPUTER FUND</u>		
E-1580-S080-S08.000	Computer Expenses	\$16,000.00
<u>S86 NORTHERN CRT-GEN SPEC PROJECTS</u>		
E-1561-S086-S01.002	Special Projects-Salaries	\$7,000.00
<u>S87 EASTERN CRT-GEN SPEC PROJECTS</u>		
E-1571-S087-S01.002	Special Projects-Salaries	\$7,000.00
<u>S88 WESTERN CRT-GEN SPEC PROJECTS</u>		
E-1551-S088-S01.002	Special Projects-Salaries	\$7,000.00
<u>U10 SHERIFF'S RESERVE ACCOUNT</u>		
E-9710-U010-U06.000	Reserve	\$3,722.49
<u>W20 LAW LIBRARY RESOURCES FUND</u>		
E-9720-W020-W02.002	Salaries	\$6,100.00
E-9720-W020-W03.003	PERS	\$600.00
E-9720-W020-W07.010	Supplies	\$12,363.55
<u>W80 PROSECUTOR'S-VICTIM PROGRAM</u>		
E-1511-W080-P01.002	Salaries	\$7,416.18

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 November 19, 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 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 New Concord, OH, on December 2, 2025, to attend the OMEGA Executive Board meeting. A county car will be used for travel.

DJFS-Stacie Brown to New Concord, OH, on November 25, 2025, to attend the CANS Assessment/Visit with Foster Child. Estimated expenses: \$127.00. Stacie Brown to Canfield, OH, on November 18, 2025, to attend the Appalachian Children Coalition meeting. Estimated expenses: \$181.60. Stacie Brown to Columbus, OH, on December 2, 2025, to attend the Trauma Timeline in Person Session 2. Estimated expenses: \$211.00. Stacie Brown to Canfield, OH, on December 12, 2025, Mahoning FCFC meeting. Estimated expenses: \$181.60.

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 November 12, 2025.

Upon roll call the vote was as follows:

Mr. Dutton Yes

Mr. Echemann Yes

Mr. Gianangeli Yes

**IN THE MATTER OF HIRING MICHELLE BAKER,
FULL-TIME NUTRITION DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Michelle Baker, full-time Nutrition Driver at Senior Services of Belmont County, effective November 20, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING CALEB GARRETT,
FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Caleb Garrett, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective November 20, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING AMBER DAVIS,
FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Amber Davis, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective November 24, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING DESTINY TOMICH AS
FULL-TIME CHILDREN SERVICES CASE MANAGER/DJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Destiny Tomich as full-time Children Services Case Manager at Belmont County Department of Job and Family Services, effective November 24, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROMOTION OF ERIN MCVAY,
PART-TIME HUMAN RESOURCE GENERALIST TO FULL-TIME
HUMAN RESOURCE GENERALIST/COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of Erin McVay, part-time Human Resource Generalist to full-time Human Resource Generalist for the Belmont County Commissioners, effective November 24, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF MEETING CHANGES

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following changes to the regular meeting schedule and to notify the media of the same:

- Tuesday, November 25, 2025 at 10:00 a.m. instead of Wednesday, November 26, 2025, due to the Thanksgiving holiday.
- Tuesday, December 2, 2025 at 1:00 p.m. instead of Wednesday, December 3, 2025, due to CCAO Winter Conference.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRADE-IN OF ONE JOHN DEERE
SIDE BY SIDE AND PURCHASE FROM AG-PRO COMPANIES ONE JOHN DEERE
GATOR XUV 845M FOR THE BUILDING AND GROUNDS DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the trade-in of one John Deere Side by Side for the trade-in amount of \$9,500.00 and purchase from Ag-Pro Companies one John Deere Gator XUV 845M, in the amount of, \$26,745.14 for a total cost of \$17,245.14, for the Belmont County Building and Grounds Department, based upon the recommendation of Scott Larkin, Facilities Director.

Note: This is being purchased through Sourcewell Contract #112624-DAC.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE QUOTE FROM
AG-PRO COMPANIES/BLD. & GROUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Ag-Pro Companies, in the amount of \$4,313.75, for one SnowDogg MUT60 plow for the Belmont County Building and Grounds Department, based upon the recommendation of Scott Larkin, Facilities Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM
DIGITAL DATA COMMUNICATIONS, INC/AUDITOR’S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Digital Data Communications, Inc., in the amount of \$6,217.50 for access points for the Belmont County Auditor’s office Wi-Fi.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM
GAYLORD ARCHIVAL/RECORDS CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Gaylord Archival, in the amount of \$2,831.80, for one five drawer flat file for the Belmont County Records Center.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING VEHICLE PURCHASE
FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one 2025 Ford Escape from Hill International, in the amount of \$27,726.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.
Note: This vehicle will be used for non-emergency medical transportation and will be paid for from SSOBC’s regular operating budget.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF
DONATION FROM AMERICAN LEGION POST 159
TO SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of a \$500.00 donation from American Legion Post 159 to Senior Services of Belmont County.
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 ASCENT RESOURCES-UTICA, LLC/ENGINEER’S**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement (RUMA)** with Ascent Resources–Utica, LLC, effective November 19, 2025, for drilling activity at 0.13 miles of CR 114 (Fairview Road) at the Ezekiel WRN BL Site.
Note: Bond not required per County Engineer Terry Lively.

**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 Ascent Resources – Utica, LLC

Operator Name, whose address is,
1000 Utica Way, Cambridge, Ohio 43275

Operator Address
(Hereafter “Operator”), and shall be as follows:

RECITALS

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

<input type="checkbox"/> Colerain Township	<input type="checkbox"/> Flushing Township	<input type="checkbox"/> Goshen Township
<input type="checkbox"/> Kirkwood Township	<input type="checkbox"/> Mead Township	<input type="checkbox"/> Pease Township
<input type="checkbox"/> Pultney Township	<input type="checkbox"/> Richland Township	<input type="checkbox"/> Smith Township
<input type="checkbox"/> Somerset Township	<input type="checkbox"/> Union Township	<input checked="" type="checkbox"/> Warren Township
<input type="checkbox"/> Washington Township	<input type="checkbox"/> Wayne Township	<input type="checkbox"/> Wheeling Township
<input type="checkbox"/> 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 oil and gas leasehold, and intends to develop and operate the [EZEKIEL WRN BL], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [EZEKIEL WRN BL] (hereafter collectively referred to as “oil and gas development site”) located in Belmont County, Ohio; and
WHEREAS, Operator intends to commence use of [0.13] miles of [Fairview Road (CR 114)] for the purpose of ingress to and egress from the [EZEKIEL WRN BL], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [EZEKIEL WRN BL] (hereinafter referred to collectively as “Drilling 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 Drilling 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-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling 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 Drilling Activity, prior to the start of Drilling Activity. 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 [Fairview Road (CR 114)] to be utilized by Operator hereunder, is that exclusive portion beginning at [TR 162 & CR 114 extending south approximately 725 feet to coordinates 40.0066281, -81.205606]. It is understood and agreed that the Operator shall not utilize any of the remainder of [Fairview Road (CR 114)] for any of its Drilling Activities hereunder.

2. The portion of **[Fairview Road (CR 114)]** to be utilized by Operator hereunder, is that exclusive portion ending at **[TR 162 & CR 114 extending south approximately 725 feet to coordinates 40.0066281, -81.205606]** 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 **[Fairview Road (CR 114)]**, for any of its Drilling 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 Drilling 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 Drilling 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 Drilling 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 Drilling Activity shall be identified and thereafter completed by the Operator to ensure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling 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 Drilling 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 Drilling Activity on the Route by Operator. **A bond is not being provided for the [EZEKIEL WRN BL] haul route; this section of Fairview Road – CR 114 is already bonded for the Rock Ridge WRN BL haul route in the amount of Three Hundred Twenty-Six Thousand & 00/100 [\$326,000.00].** 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.
- c. 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.

15. Agreement shall be governed by the laws of the State of
16. This Agreement shall be in effect on November 19, 2025.

Effective Date Determined by Belmont County Commissioners

Executed in duplicate on the dates set forth below for [EZEKIEL WRN BL].

Authority

By: *J. P. Dutton* /s/

J. P. Dutton

J. T. 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 Lively, P.S., P.E.

Belmont County Engineer

Dated: 11/19/25

T.J. Schultz /s/ Assistant Prosecutor

Approved as to Form:

T.J. Schultz,

T.J. Schultz,
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

Operator

Operator
DocuSigned by:

By: *Tim A. Murray /s/*

Printed name: Tim A. Murray

Company Name: Ascent Resources-Utica, LLC

Title: Director of Field Services

Dated: 9/5/2025

Mr. Dutton

Yes

Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADOPTING RESOLUTION
TEMPORARILY REDUCING LEGAL AXLE LOAD
LIMIT ON WAYNE TOWNSHIP ROADS/ENGINEER**

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

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon; and **Whereas**, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%); and **Whereas**, the Belmont County Engineer has recommended that the Wayne Township Trustees’ request be granted. **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2025 and ending April 15, 2026.

Upon roll call the vote was as follows:

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

RECESS

BUDGET HEARING-Present: Jody Thomas, Fiscal Clerk

BOARD OF ELECTIONS-Present: Eberle Ferrell and Kamron Chervenak
\$1,370,729 requested for 2026. Mr. Dutton said they are waiting for an overall number from the Auditor. Last year’s number was less than the year before. The appropriations were flatlined last year. This number is driven by sales tax which is up a little from last year. Ms. Chervenak said they have budgeted for new equipment the last two years. They are hoping to implement the new equipment by the May 2026 election. They would like to add an additional employee to the office.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:19 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

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 1:02 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:02 p.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
STACY ZIMMER, FULL-TIME NUTRITION ADMINISTRATOR/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Stacy Zimmer, full-time Nutrition Administrator at Senior Services of Belmont County, effective November 28, 2025.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 1:36 p.m. with no further business to be had.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:36 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:36 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of November, 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