

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Vince Gianangeli and J. P. Dutton, 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. Echemann, seconded by Mr. Gianangeli 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 \$711,410.70

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A28.000 Comms-Other Expenses	E-0257-A015-A15.074 Transfers Out	\$2,586.30

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-2210-E001-E10.500 Other Receipts	\$2,586.30

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$36,599.83

P05 WATER WORKS FUND AND N88 WWS REVENUE BOND SHORT

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9088-N088-N04.574 Transfers In	\$58,000.00

P05 WATER WORKS FUND AND O11 MT. VICTORY-BOND RETIREMENT

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$1,030.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT FUND

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$150,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

P53 SANITART SEWER DISTRICT FUND AND O03 USDA-SSD BOND PAYMENT FUND

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$29,167.00

P53 SANITART SEWER DISTRICT FUND AND O12 NEFFS BOND RETIREMENT FUND

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$2,848.00

P53 SANITART SEWER DISTRICT FUND AND O61 SEWER BOND RETIREMENT FUND

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$11,000.00

T10 WATER & SEWER GUARANTEE DEPOSIT FUND AND P05 WATER WORKS FUND

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$1,688.21

T10 WATER & SEWER GUARANTEE DEPOSIT FUND AND P53 SANITARY SEWER DISTRICT FUND

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$942.33

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COMMISSIONERS-Jerry Echemann to Walnut Creek, OH, on April 23-24, 2026, to attend the EODA Annual Membership meeting. A county vehicle will be used for travel.

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-David Carter to Columbus, OH, on May 8, 2026, to attend the DYS Quarterly RECLAIM meeting.

DJFS-Aubrey Erbach to Lewis Center, OH, on May 4-5, 2026, to attend the Ohio Start Annual Summit. Estimated expenses: \$501.70.

HR DEPT-Hannah Warrington to Charlotte, NC, on April 18-22, 2026, to attend the NPELRA Annual Training. Estimated expenses: \$3,293.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 8, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING BAYLEE ANN HAYES, PART-TIME 911 DISPATCHER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Baylee Ann Hayes, part time 911 Dispatcher at 911, effective April 20, 2026.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING GAGE HARRIS, FULL-TIME CHILDREN SERVICES CASE MANAGER/JFS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Gage Harris, full-time Children Services Case Manager at Job and Family Services, effective May 4, 2026.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING KRISTA PATTERSON, FULL-TIME BILLING CLERK/WATER AND SEWER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Krista Patterson, full-time Billing Clerk at Belmont County Water and Sewer, effective April 20, 2026.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE PROCLAMATION IN HONOR OF NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the proclamation in honor of National Public Safety Telecommunicator Week.

***National Public Safety
Telecommunicator Week 2026
Proclamation***

WHEREAS, every year during the second week of April, the telecommunications personnel in the public safety community, are honored; and WHEREAS, this week-long event, initially set up in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California, is a time to celebrate and thank those who dedicate their lives to serving the public; and WHEREAS, President Clinton officially recognized National Public Safety Telecommunicator Week in 1994 with a Presidential Proclamation; and

WHEREAS, Public Safety Telecommunicators, also known as 911 dispatchers, are the first point of contact in an emergency, obtaining essential information, remaining calm, and sending the appropriate responders to the right location; and

WHEREAS, Belmont County's 911 staff consist of fifteen full-time dispatchers, four part-time dispatchers and four administrative staff members; and

WHEREAS, Belmont County 911 dispatches for twenty-four county Fire & EMS departments, fourteen law enforcement agencies and the county EMA; and

WHEREAS, in 2025, these dispatchers answered 93,265 phone calls from the public and dispatched county departments to 58,756 calls for service.

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Belmont County, Ohio declares this week as National Public Safety Telecommunicator Week and appreciates the dedication of the Belmont County 911 employees.

Adopted this 15th day of April 2026.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SERVICE ORDER WITH NATIONAL EQUIPMENT CO., INC/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the Service Order with National Equipment Co., Inc., in the amount of \$23,775.00, to replace the floor in the walk-in cooler for Senior Services of Belmont County, based upon the recommendation of Executive Director, Lisa Kazmirski.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of one 2026 Chevrolet Silverado K1500 Truck from Whiteside of St. Clairsville, in the amount of \$45,705.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This vehicle will be a replacement vehicle for the meal delivery fleet.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE
BY SEPARATE INSTRUMENT FOR BRANDI J. AND KEITH R. KUTCHER/BELOMAR**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Brandi J. and Keith R. Kutcher, for a mortgage deed dated March 14, 2000, as recorded in Volume 763 pages 944-946 in the Belmont County Recorder's Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated March 14, 2000, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0763 at pages 944-946, and executed by Brandi J. and Keith R. Kutcher to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

4-15-26

Date

Belmont County Commissioners:

By: Jerry Echemann /s/
 Jerry Echemann, President
Vince Gianangeli /s/
 Vince Gianangeli
J. P. Dutton /s/
 J. P. Dutton

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT AND NOTICE TO PROCEED
WITH BORDER PATROL, LLC/PENNWOOD LIFT STATION AND FORCE MAIN PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Contract and Notice to Proceed with Border Patrol, LLC, in the amount of \$569,797.00, for Pennwood Lift Station and Force Main project, based upon the recommendation of District Director Kelly Porter.

Note: ARPA funds and District Capital Improvement Funds (N14) will be used.

AGREEMENT

This Agreement is dated as of the 15 day of April in the year 2026, by and between the Belmont County Commission hereinafter called OWNER, and Border Patrol LLC, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all work as specified or indicated in the CONTRACT DOCUMENTS. The project for which the work under the CONTRACT DOCUMENTS may be the whole or only a part is generally described as follows:

PENNWOOD LIFT STATION AND FORCE MAIN

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, Inc., St. Clairsville, OH, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the CONTRACT DOCUMENTS in connection with completion of the work in accordance with the CONTRACT DOCUMENTS.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work will be and fully completed and ready for final payment in accordance with paragraph 15.06 of the GENERAL CONDITIONS within **270 consecutive calendar days** after the date when the CONTRACT TIME commences to run.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this AGREEMENT and that OWNER will suffer financial loss if the work is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Paragraph 11.05 of the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand Dollars (\$1,000.00)** for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the CONTRACT DOCUMENTS in current funds as follows:

Five hundred sixty-nine thousand seven hundred ninety-seven dollars and zero cents

\$ 569,797.00
Numeric

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit APPLICATIONS FOR PAYMENT in accordance with Article 14 of the GENERAL CONDITIONS. APPLICATIONS FOR PAYMENT will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the CONTRACT PRICE on the basis of CONTRACTOR'S APPLICATIONS FOR PAYMENT as recommended by ENGINEER, as provided below. All progress payments will be on the basis of the progress of the work measured by the unit prices provided for in Paragraph 15.01 of the GENERAL CONDITIONS.
- 5.1.1 Prior to Fifty Percent (50%) Completion, progress payments will be in an amount equal to: 92% of the work completed and materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.
- 5.1.2 Upon Fifty Percent (50%) Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the CONTRACT PRICE, less such amounts as ENGINEER shall determine in accordance with Paragraph 15.01 of the GENERAL CONDITIONS.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 15.03 of the GENERAL CONDITIONS, OWNER shall pay the remainder of the CONTRACT PRICE as recommended by ENGINEER as provided in said Paragraph 15.06.

ARTICLE 6 - INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by ENGINEER in the preparation of the DRAWINGS and SPECIFICATIONS and which have been identified in the SUPPLEMENTARY CONDITIONS.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the CONTRACT PRICE, within the CONTRACT TIME and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the CONTRACT DOCUMENTS.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this AGREEMENT, made a part hereof and consists of the following:

- 8.1 This AGREEMENT, pages 00500-1 to 00500-5, inclusive.
- 8.2 Exhibits to this AGREEMENT, pages - to -, inclusive.
- 8.3 INSURANCE CERTIFICATES and BONDS.
- 8.4 NOTICE OF AWARD, NOTICE TO PROCEED and INFORMATION FOR BIDDERS.
- 8.5 GENERAL CONDITIONS, pages 1 to 64, inclusive.
- 8.6 SUPPLEMENTARY CONDITIONS, pages 00800-1 to 00800-10, inclusive.

- 8.7 Specifications bearing the title: **PENNWOOD LIFT STATION AND FORCE MAIN**
- 8.8 Drawings, consisting of title sheet and sheets numbered A-D, 1-8, SD-1-SD-4 inclusive bearing the following general title:

BELMONT COUNTY WATER AND SEWER DISTRICT
PENNWOOD LIFT STATION AND FORCE MAIN

- 8.9 Addenda Numbers 1, inclusive.
- 8.10 CONTRACTOR'S BID, pages 00300-1 through 00300-7, inclusive.
- 8.11 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD, pages -- to --, inclusive.
- 8.12 Any modification, including CHANGE ORDERS, duly delivered after execution of AGREEMENT.

There are no CONTRACT DOCUMENTS other than those listed above in this Article 8. The CONTRACT DOCUMENTS may only be altered, amended or repealed by a Modification (as defined in Section 1 of the GENERAL CONDITIONS).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this AGREEMENT which are defined in Article 1 of the GENERAL CONDITIONS shall have the meanings indicated in the GENERAL CONDITIONS.
- 9.2 No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT DOCUMENTS.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this AGREEMENT. Two counterparts of which have been delivered to the OWNER and one counterpart each has been delivered to the CONTRACTOR and ENGINEER. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on APRIL 15, 2026

OWNER: Belmont County Commission

CONTRACTOR: Border Patrol LLC

BY: Jeramy Ealesmann
Vince Giannaroli
X APPB

BY: Jeremiah Yeagers

ATTEST: Bernie human

ATTEST: Janifer Sarvas

Address for giving notices:

Address for giving notices:

101 W. MAIN ST.

8820 Water Works Rd

ST. CLAIRSVILLE, OH 43950

Hopedale OH 43976

APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

License No. _____

Agent for service of process:

NOTICE TO PROCEED

To: Border Patrol LLC Date: April 15, 2026
86120 Water Works Rd. Project: Pennwood Lift Station and Force Main
Hopedale, OH 43976

You are hereby notified to commence work in accordance with the Agreement dated April 15, 2026 on or before April 29, 2026 and you are to complete the Work within **270 consecutive calendar days** thereafter. The date of completion of all Work is therefore January 24, 2027.

Belmont County Commission
 By: X Jerry Echemann ^{Owner}
X Jim Gianangeli
 Title: MEMBER VICE-PRESIDENT

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by

 This the _____ day of _____, _____.
 By: _____
 Title: _____

Upon roll call the vote was as follows:

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

Mr. Dutton said another project from the list is getting done. Over \$80 million of state and federal funds have gone towards water and sewer projects over the last few years and the infrastructure is in a much better spot.

BETWEEN ARTESIAN OF PIONEER, INC. AND THE BOARD OF COMMISSIONERS OF BELMONT COUNTY, ON BEHALF OF THE BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Services Agreement between Artesian of Pioneer, Inc., and the Board of Commissioners of Belmont County, on behalf of the Belmont County Water and Sewer District, for SCADA (Supervisory Control and Data Acquisition) Provider Services, in the monthly amount of \$6,150.00, for a term of one year.

Note: The agreement will automatically renew for one year unless a 90-day notice is given.

SERVICES AGREEMENT

This Agreement between SCADA Provider and End User ("Agreement") is made and entered into by and between Artesian of Pioneer, Inc, an Ohio based water treatment services company with its principal place of business at 50 Industrial Ave, Pioneer, OH 43554 ("SCADA Provider"), and the Board of Commissioners of Belmont County, Ohio acting for the Belmont County Water and Sewer District with its principal place of business at 67711 Oak View Dr, St Clairsville, Ohio 43950 ("End User").

SCADA Provider and End User hereby agree as follows:

1. Contractor Services.

SCADA Provider will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of End User.

2. Compensation.

End User will compensate SCADA Provider for services in accordance with **Exhibit B**, Payment for Services. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice in accordance with **Exhibit B**.

3. Term.

The effective date of this Agreement is **January 1, 2026** ("Effective Date") and will automatically renew 1 year after the Effective Date ("Renewal Date"), unless request to terminate has been received by either party 90 Days prior to the renewal date.

4. Complete Agreement

This agreement is the complete agreement of the parties concerning the subject matter hereof and supersedes any and all prior agreements, understandings, or discussions with respect to the subject matter hereof. Neither party shall be construed to create any obligation on the other party for any reason whatsoever except as written in this agreement. This agreement shall be governed by the laws of the State of Ohio. Any and all modifications to this agreement shall be in writing and signed by both parties including the effective date of said modifications. The relationship between parties is that of End user and SCADA provider and neither party shall be subject to any liabilities not specifically set forth in this agreement.

End User and SCADA Provider have executed and delivered this Agreement to be effective as of the Effective Date.

WITNESSES:

Bonnie Bushak
Bonnie Bushak
Bonnie Bushak

APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

BELMONT COUNTY WATER & SEWER DISTRICT

Jerome Echemann
Vince Gianangeli
[Signature]

BOARD OF COUNTY COMMISSIONERS

Date: 4/15/26

WITNESSES:

Doug Jamieson

ARTESIAN OF PIONEER, INC.

[Signature]
Michael Kidston
Vice President

Date: 4-9-26

Attached:
Exhibit A -- Statement of Work
Exhibit B -- Payment for Services

Upon roll call the vote was as follows:

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

ENGINEER TO PARTICIPATE IN THE ODOT ROAD SALT CONTRACT AWARDED IN 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation’s road salt contract for contracts awarded in 2026.

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2026**

WHEREAS, the (Belmont County Board of Commissioners, Belmont County) (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act.
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 1, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

<u>Jerry Echemann /s/</u>	(Authorized Signature)	<u>4-15-26</u>	Approval Date
<u>Vince Gianangeli /s/</u>	(Authorized Signature)	<u>4-15-26</u>	Approval Date
<u>J. P. Dutton /s/</u>	(Authorized Signature)	<u>4-15-26</u>	Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 1, 2026.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER’S PROJECT 26-2
2026 CHIP SEAL PROGRAM TO SC CONSTRUCTION AND MATERIALS, LLC**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to award the bid for the Belmont County Engineer’s Project 26-2 2026 Chip Seal Program to low bidder SC Construction and Materials, LLC, in the amount of \$698,110.29, based upon the recommendation of Terry Lively, County Engineer.

Note: Engineer’s estimate: \$759,290.75.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE
WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective April 15, 2026, in the amount of \$7,500 per net leasehold acre for 13.964 acres, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$104,730.00.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 15th day of April, 2026, by and between: **The Belmont County Board of Commissioners, by Jerry Echemann as President, Vince Gianangeli as Vice President, and J.P. Dutton 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:

See Exhibit "B" attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of **13.964** Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. **April 15, 2026** (effective date) to 11:59 P.M. **April 14, 2031** (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

Jerry Echemann
By: Jerry Echemann, President

By: Kacie Booher, Attorney-in-Fact

Vince Gianangeli
By: Vince Gianangeli, Vice President

J.P. Dutton
By: J.P. Dutton, Commissioner

APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF BELMONT)

On this, the 15th day of APRIL, 2026, before me, the undersigned officer, personally appeared **Jerry Echemann as President, Vince Gianangeli as Vice President, and J.P. Dutton 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.
BONNIE ZUZAK
Notary Public My Commission Expires: 2/18/31
State of Ohio Signature/Notary Public: [Signature]
My Comm. Expires February 18, 2031 Name/Notary Public (print): BONNIE ZUZAK

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this, the _ day of _____, 20_, before me, the undersigned officer, personally appeared Kacie Booher, who acknowledged herself to be the Attorney-in-Fact of Ascent Resources – Utica, LLC, an Oklahoma limited liability company, and that she as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by herself as Attorney-in-Fact.

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

My Commission Expires: _____
Signature/Notary Public: _____
Name/Notary Public (print): _____

Recorder: Return to Ascent Resources – Utica, LLC at P.O. Box 13678, Oklahoma City, OK 73113

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE POLITICAL SUBDIVISION
ADDENDUM WITH US BANK, ON BEHALF OF SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Political Subdivision Addendum with US Bank, on behalf of Senior Services of Belmont County, for fleet fuel cards.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF YOUTH SUBSIDY
GRANT-JUVENILE COURT FUNDING APPLICATION UPDATE**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the **Ohio Department of Youth Services Subsidy Grant-Juvenile Court Funding Application Update** on behalf of Belmont County Juvenile Court for Fiscal Year 2027 in the amount of \$339,118.34.

Note: This grant covers program costs for C-CAP, Community Service Restitution (part of C-CAP) and CrossFit operations.

Upon roll call the vote was as follows:

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

RECESS

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

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:38 P.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 12:38 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there are two motions to consider as a result of executive session.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF HOWARD THORNTON,
FULL-TIME HOUSEKEEPING/MAINTENANCE/BUILDING & GROUNDS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of Howard Thornton, full-time Housekeeping/Maintenance at Belmont County Building and Grounds, effective April 24, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ISSUING A TWO-DAY PAID
WORKING SUSPENSION TO BROOKE GRIMES,
FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Brooke Grimes, full-time assistant Dog Warden at the Belmont County Animal Shelter, to serve a two-day paid working suspension, effective April 17-18, 2026, and have her supervisor to inform her of the same.

Upon roll call the vote was as follows:

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

April 15, 2026

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:39 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 12:39 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of April 2026.

Jerry Echemann /s/_____

Vince Gianangeli /s/_____ COUNTY COMMISSIONERS

J. P. Dutton /s/_____

We, Jerry Echemann 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.

Jerry Echemann /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK