

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 \$925,484.48

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:

M60 CARE AND CUSTODY-JUV COURT

FROM	TO	AMOUNT
E-0400-M060-M29.008 Insurance C-CAP	E-0400-M060-M25.002 Salaries C-CAP	\$6,800.00
E-0400-M060-M26.003 PERS C-CAP	E-0400-M060-M25.002 Salaries C-CAP	\$6,000.00

M67 ALTERNATIVE SCHOOL-JUV COURT

FROM	TO	AMOUNT
E-0400-M067-M02.003 PERS	E-0400-M067-M04.005 Medicare	\$1,000.00
E-0400-M067-M05.008 Insurances	E-0400-M067-M01.002 Salaries	\$17,000.00
E-0400-M067-M02.003 PERS	E-0400-M067-M01.002 Salaries	\$11,000.00

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:

W80 PROSECUTOR'S-VICTIM PROGRAMS

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salaries	R-0040-A000-A47.574 Transfers In	\$2,472.06

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli 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 date:

FEBRUARY 2, 2026

N91 BUILDING CONSTR. PROJECT FUND

E-9091-N091-N05.011	Construction	\$168,620.11
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APRIL 7, 2026

A00 GENERAL FUND

E-0055-A004-B19.000	County Buildings	\$15,971.05
E-0056-A006-E02.010	Supplies	\$446.91
E-0111-A001-E02.002	Salaries	\$2,472.06

B14 JUV IND DRIVER ALCOHOL TRTMNT

E-1650-B014-B01.000	Other Expenses	\$52.63
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E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$28,807.69
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L01 SOIL CONSERVATION

E-1810-L001-L01.002	Salaries	\$10,840.00
E-1810-L001-L11.003	PERS	\$3,000.00
E-1810-L001-L14.000	Other Expenses	\$23,000.00

K00 MOTOR VEHICLE AND GASOLINE TAX

E-2811-K000-K10.000	Other Expenses	\$1,000.00
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M78 TITLE IV-E REIMB

E-0400-M078-05.000	Other Expenses	\$6,286.56
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S30 OAKVIEW JUV REHABILITATION

E-8010-S030-S51.002	Salaries	\$111,540.00
E-8010-S030-S54.000	Food	\$150.00

S69 BCBDD-MEDICAID RESERVE FUND

E-2413-S069-S01.011	Contract Services	\$1,900,000.00
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S96 JUVENILE CRT-GEN SPEC PROJECTS

E-1589-S096-S12.000	Other Expenses	\$1,922.55
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S99 PROB CRT CONDUCT BUSNSS FND

E-1599-S099-S12.000	Other Expenses	\$21.87
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W80 PROSECUTOR'S-VICTIM PROGRAM

E-1511-W080-P01.002	Salaries	\$2,472.06
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
HOSPITALIZATION CHARGEBACKS FOR APRIL 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for Hospitalization Chargebacks for the month of APRIL 2026

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091Y01.500	11,456.37
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091Y01.500	8,329.12
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091Y01.500	26,788.06
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091Y01.500	2,832.07
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091Y01.500	810.86
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091Y01.500	810.86
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091Y01.500	2,137.41
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091Y01.500	5,085.68
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091Y01.500	2,948.27
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091Y01.500	10,982.22
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091Y01.500	1,621.72
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091Y01.500	0.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091Y01.500	9,360.50
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091Y01.500	101,594.54
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091Y01.500	98,282.75
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y09-Y01.500	10,171.36
E-2811-K200-K10.006	K-1	R-9891-Y091Y01.500	2,137.41
E-2811-K200-K10.006	K-2	R-9891-Y091Y01.500	5,085.68
E-2812-K000-K20.006	K-11	R-9891-Y091Y01.500	34,752.92
E-2813-K000-K39.006	K-25	R-9891-Y091Y01.500	8,329.12
E-4110-T075-T52.008	WIC	R-9891-Y091Y01.500	810.86
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091Y01.500	58,408.17
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091Y01.500	6,191.71
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091Y01.500	2,137.41
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091Y01.500	0.00
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091Y01.500	2,137.41
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091Y01.500	35,084.07
E-9799-S012-S02.006	Port Authority	R-9891-Y091Y01.500	810.86
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091Y01.500	51,409.35
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091Y01.500	13,137.12
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091Y01.500	4,866.33
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y09-Y01.500	753.93
E-2239-091-F01.002	Enhanced Operations (EO)	R-9891-Y091Y01.500	0.00
E-2211-F069-F04.000	Trailer Park	R-9891-Y091Y01.500	117.11
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091Y01.500	2,002.85
E-2213-F075-F02.003	Vital Stats	R-9891-Y091Y01.500	365.78

E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091Y01.500	854.28
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091Y01.500	1,423.45
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091Y01.500	346.10
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091Y01.500	0.00
E-2243-F095-F07.002	Body Art	R-9891-Y091Y01.500	71.05
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091Y01.500	0.00
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y09-Y01.500	3,769.31
E-2219-N050-N05.000	Water Systems	R-9891-Y091Y01.500	110.75
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091Y01.500	60.41

JUV COURT/GRANTS

E-0400-M067-M05.008	Alternative School	R-9891-Y091Y01.500	1,621.72
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091Y01.500	2,137.41
E-400-M075-M04.000	Placement II	R-9891-Y091Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091Y01.500	0.00
TOTALS			532,144.36

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF APRIL 2026**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for the Delta Dental Chargebacks for the months of April 2026

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	9,763.01
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	285.97
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	237.95
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	53.29
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	72.81
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	728.10
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	126.10
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	19.52
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	53.29
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	106.58
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	159.87
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	53.29
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	53.29
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	19.52
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	378.30
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	92.33
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	0

County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	120.80
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	2.91
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	18.49
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	0.00
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	21.02
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	61.92
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	49.84
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	35.20
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	9.01
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	92.19
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	2.72
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	1.49
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	0.00
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	1.75
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	232.68
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	2,928.81
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	857.91
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	106.58
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	53.29
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	213.16
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	106.58
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	53.29
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	1,489.46
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	290.19
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	126.11
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	1,820.26
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	252.20
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,106.41
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	53.29
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	19.52
TOTALS		R-9891-Y091-Y07.500	22,330.30

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION

CHARGEBACKS FOR THE MONTHS OF APRIL 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for the Vision Chargebacks for the month of April 2026

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	2,946.45

PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	81.39
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	74.64
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	14.76
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	22.35
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	216.33
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	37.11
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	7.59
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	14.76
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	44.28
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	29.52
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	14.76
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	14.76
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	7.59
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	111.33
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	29.94
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	0.00
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	35.08
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	0.84
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	6.11
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	0.00
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	6.69
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	17.15
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	14.15
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	10.63
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	2.81
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	31.18
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	0.87
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	0.48
Enhanced Operations	E-2239-F091-F01.002	R-9891-Y091-Y06.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	0.00
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.52
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	66.63
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	852.69
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	244.17
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	29.52
K-1	E-2811-K200-K10.006	R-9891-Y091-Y06.500	14.76
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	59.04
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	274.95
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	118.50
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	413.61
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	105.51
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	37.11
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	543.57
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	67.05

OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	327.42
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	14.76
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	7.59
TOTAL			6,970.95

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF TRANSFER OF FUNDS FOR THE WAIVED HOSPITALIZATION CHARGEBACKS FOR THE MONTHS OF JANUARY, FEBRUARY, MARCH 2026</u>			
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for Waived Hospitalization Chargebacks for the months of January, February and March 2026.			
FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	10,249.99
E-1600-B000-B13.006	DOG & KENNEL FUND	R-9891-Y091-Y03.500	583.32
County Health			
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y03.500	
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y03.500	
E-2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	250.00
E-2229-F081-F01.001	PHER	R-9891-Y091-Y03.500	
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y03.500	
E-2232-F084-F02.008	Nursing	R-9891-Y091-Y03.500	
E-2233-F085-F01.002	MATERNAL CHILD HEALTH	R-9891-Y091-Y03.500	
E-2237-F089-F01.002	INTEG. NALOXONE ACCESS/INFRA	R-9891-Y091-Y03.500	
E-2238-F090-F01.002	WORK FORCE	R-9891-Y091-Y03.500	
E-2239-F091-F01.002	ENHANCED OPERATIONS	R-9891-Y091-Y03.500	
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	
E-2219-N050-N05.000	WATER SYSTEMS	R-9891-Y091-Y03.500	
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y03.500	
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,000.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	0.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,250.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	250.00
E-0400-M060-M29.008	JUVENILE (INSURANCES CCAP)	R-9891-Y091-Y03.500	
E-0400-M067-M05.008	JUVENILE (Alternate)	R-9890-Y091-Y03.500	
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	949.99
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	50.01
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,749.99
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	500.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	1,583.33
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	3,166.65
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECT	R-9891-Y091-Y03.500	
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	\$500.00
		TOTAL	26,333.28
Upon roll call the vote was as follows:			
	Mr. Echemann	Yes	
	Mr. Gianangeli	Yes	
	Mr. Dutton	Yes	

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR MARCH 2026

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

- Monthly Financial Report for the month of March 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF MARCH 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer's Office:

- Interest Report and Investment Portfolio for the months of March 2026.

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:

DJFS-Mike Schlanz, Lisa Davis, Kim Rico and Tanya Neal to Steubenville, OH, on April 22, 2026, to attend the CCMEP TA meeting. A county vehicle will be used for travel. Estimated expenses: \$200.00. Stacie Brown to Columbus, OH, on April 24, 2026, to attend the OFCFCA meeting. Estimated expenses: \$216.75.

HR DEPARTMENT-Hannah Warrington and Crystal May to Columbus, OH, on April 10, 2026, to attend the CEBCO Annual meeting. Erin McVay to Newark, OH, on April 17, 2026, to attend the CLCCA meeting. A county vehicle will be used for travel.

Note: Commissioner Gianangeli will also be attending the CEBCO Annual meeting on April 10, 2022.

SSOBC-Senior Center employees to Triadelphia, WV, on April 14, 2026, for a senior outing to the Senior Expo at The Highlands. Senior Center employees to Dover, Sugarcreek and Berlin, OH, on April 15, 16, & 30, 2026, for a senior outing to Amish Country. Powhatan Senior Center employees to Moundsville, WV, on April 24, 2026, for a senior outing for shopping and lunch. County vehicles will be used for travel. David Brandon to Elkhart, IN, on April 30-May 1, 2026, to Delivery Concepts for training. A county vehicle will be used for travel.

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 AND EMERGENCY 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 1, 2026, and emergency meeting of April 6, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING NANCY HUNTLEY, FULL-TIME LPN/JAIL

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Nancy Huntley, full-time LPN at the Belmont County Jail, effective March 30, 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 ZOE ARNOLD, FULL-TIME HOUSEKEEPING/MAINTENANCE/BUILDING AND GROUNDS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Zoe Arnold, full-time Housekeeping/Maintenance at Belmont County Building and Grounds, effective April 13, 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 KIERRA GREGOR, FULL-TIME DEPUTY CLERK/NORTHERN

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Kierra Gregor, full-time Deputy Clerk at Belmont County Northern Divisional Court, effective April 13, 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 APPOINTMENTS TO THE BELMONT COUNTY FAMILY SERVICES PLANNING COMMITTEE

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following reappointments to the Belmont County Family Services Planning Committee for a two-year term:

REAPPOINTMENTS-Effective April 1, 2026

Cindy Berry, BCJFS CSEA Administrator

Lisa Kazmirski, Executive Director, SSOBC

Lisa Ward, Director, Belmont, Harrison, Monroe Mental Health and Recovery Board

Alaire Mancz, Director, Belmont County CAC

Chelsea Scott, Director (Future) Tri-County Help Center

Joe Ticich, Belmont Savings Bank

REAPPOINTMENTS-Effective May 23, 2026

Gloria Llewellyn, Belmont County Board of Developmental Disabilities Superintendent

Stacie Brown, Belmont County Family & Children First Council Coordinator

Christine Parker, BCDJFS Social Services Administrator
Ed Good, Utility Workers Union of America
Mike Schlanz, BCDJFS, Workforce Coordinator
Shelley Schramm, BCDJFS Public Assistance Administrator

Note: This committee serves as an advisory board to the County Commissioners with regard to the family services provided in the county.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION RECOGNIZING APRIL AS NATIONAL COUNTY GOVERNMENT MONTH

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the resolution recognizing April as National County Government Month.
“NATIONAL COUNTY GOVERNMENT MONTH”

WHEREAS, the nation’s 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, countries fulfil a vast range of responsibilities and deliver services that touch nearly every aspect of our residents’ lives; and

WHEREAS, Belmont County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, Belmont County and the County Commissioners Association of Ohio encourages our fellow citizens to become engaged and aware in services provided by county governments throughout Ohio; and

WHEREAS, we appreciate the dedication and hard work of the county workforce, who deliver critical services to the people of Belmont County.

NOW, THEREFORE, BE IT RESOLVED, that Belmont County Commissioners do hereby proclaim April 2026 as National County Government Month.

Adopted this 8th 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 ACCEPTING ESTIMATE #4397 FROM TIM’S CUSTOM INSTALLATION, INC. COUNTERTOP DIVISION/JUVENILE COURTROOM

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept estimate #4397 in the amount of \$74,850.00 from Tim’s Custom Installation, Inc, Countertop Division for Custom Courtroom Cabinets for the Belmont County Juvenile Courtroom.

Note: Tear out and installation is included.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM ERB ELECTRIC/JUVENILE COURTROOM

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the proposal from ERB Electric in the amount of \$11,500.00 to rework existing power/receptacles and data wiring/data receptacles for the new bench layout for the Belmont County Juvenile Courtroom.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM BRANDI PATT DESIGN, LLC/COMMISSIONER’S WEBSITE

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the proposal from Brandi Patt Design, LLC, for WCAG Accessibility Compliance and Website Modernization for the Belmont County Commissioners, in the amount of \$4,000.00.

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 BELMONT COUNTY SHERIFF’S OFFICE

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of one 2025 Chevrolet Tahoe for a cost of \$56,281.00, from Bachman Commercial, based upon the recommendation of Sheriff James Zusack.

Note: This is an additional vehicle for transport and will be paid for with Commissary Funds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR LICENSE TRANSFER FROM YA PETROLEUM & FOOD MART TO KHELAN GAS INC.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a, C2, C1 liquor license, Permit No. 10014392-1 from YA Petroleum & Food Mart LLC 52634 High Ridge Road, St. Clairsville, OH, 43950 Richland Township, to Khelan Gas Inc, Khelan Gas, at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

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 8, 2026, in the amount of \$7,500 per net leasehold acre for 102.845 acres, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$771,337.50.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 8th 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:

Township: 7; Range: 4; Section: 22; E 1/2: Tax Parcel No.: 32-60007.000**, Containing 87.131 acres
Township: 7; Range: 4; Section: 22; SW 1/4: Tax Parcel No.: 32-03437.000**, Containing 2.968 acres
Township: 7; Range: 4; Section: 28; SE 1/4: Tax Parcel No.: 32-60179.003**, Containing 0.01 acres
Township: 7; Range: 4; Section: 14; NE 1/4: Tax Parcel No.: Unknown (Includes all portions of Barlow Road aka TR 525 and Vista Lane in Plat of Vista Estates, Cabinet E, Slide 101), Containing 0.369 acres
Township: 7; Range: 4; Section: 15; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of Country Club Road aka County Road 56 in The Ridges of Olde Cumberland, Cabinet F, Slide 26), Containing 1.381 acres
Township: 7; Range: 4; Section: 21 & 22; NE 1/4 & SE 1/4: Tax Parcel No.: Unknown (Includes all portions of Straight Street in the Dedication of Straight Street, Cabinet E, Slide 65), Containing 0.806 acres
Township: 7; Range: 4; Section: 22; SE 1/4: Tax Parcel No.: Unknown (Includes all portions of Locust Place Road in the Plat of Locust Place, Cabinet C, Slide 86), Containing 0.508 acres
Township: 7; Range: 4; Section: 23; SE 1/4: Tax Parcel No.: Unknown (Includes all portions of Atkinson Road in the Plat of Brookfield Lane, Cabinet F, Slide 69), Containing 0.036 acres
Township: 7; Range: 4; Section: 14 & 15; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of Manitee Drive and County Road 56 in the Plat of Manitee Park, Cabinet C, Slide 281), Containing 1.438 acres
Township: 7; Range: 4; Section: 21; SE 1/4: Tax Parcel No.: Unknown (Includes all portions of Almar Circle and East Almar Lane in Forest Glen Subdivision, Cabinet A, Slide 75), Containing 2.094 acres
Township: 7; Range: 4; Section: 21 & 22; NW 1/4 & SE 1/4: Tax Parcel No.: Unknown (Includes all portions of Richland Drive aka TR 1600 in Richland Heights, Cabinet C, Slide 292), Containing 0.816 acres
Township: 7; Range: 4; Section: 23; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of Township Road 99 aka Hammond Road and Country Lake Drive in Country Lake Estates, Cabinet E, Slide 197), Containing 1.589 acres.
Township: 7; Range: 4; Section: 29; SE 1/4: Tax Parcel No.: Unknown (Includes all portions of Bluebird Drive, Cardinal Drive and Wren Drive in plat of Hawks View First Addition, Cabinet E, Slide 273), Containing 3.699 acres

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

** Said lease covers Tax Parcel Nos. 32-60007.000, 32-03437.000, and 32-60179.003 INSOFAR AND ONLY INSOFAR as they lie outside the boundary lines of the Blayney SE WHL BL Unit as that unit is shown and described in (1) the Declaration and Notice of Pooled Unit which was recorded on March 10, 2022 in Volume 901, Page 987 of the Official Records of Belmont County, Ohio, and (2) the Declaration and Notice of Pooled Unit which was recorded on April 21, 2022 in Volume 902, Page 2046 of the Official Records of Belmont County, Ohio.

and described for the purposes of this agreement as containing a total of 102.845 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 8, 2026** (effective date) to 11:59 P.M. **April 7, 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:

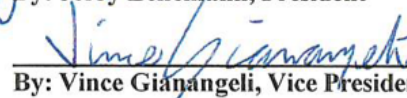
LESSEE:

The Belmont County Board of Commissioners

**Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company**



By: Jerry Echemann, President

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


By: Vince Gianangeli, Vice President


By: J.P. Dutton, Commissioner

APPROVED AS TO FORM:



PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A COMMERCIAL LEASE AGREEMENT WITH OHIO RIVER PROPERTIES

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into a Commercial Lease Agreement between Ohio River Properties, LLC, and Belmont County Ohio Board of Commissioners, dba Senior Services of Belmont County, for the Martins Ferry Senior Center in the amount of \$1,250.00 per month, effective June 1, 2026, through May 31, 2031, based upon the recommendation of Lisa Kazmirski, Senior Services Executive Director.

Note: The monthly rate will increase by \$50.00 each year.



COMMERCIAL LEASE

This lease is made between Ohio River Properties, LLC, herein called the Landlord, and Belmont County Ohio Board of Commissioners dba Senior Services of Belmont County, herein called the Tenant.

Tenant hereby offers to lease from Landlord the first floor of the building located at 14 North 5th Street, Martins Ferry, County of Belmont, State of Ohio.

The above-described premises are known for street numbering purposes as being situated in the City of Martins Ferry, County of Belmont, State of Ohio, located at:

Auditor's Parcel Number: 24-03776.000.

Upon the following TERMS and CONDITIONS.

1. **TERM AND RENT.** Landlord demises the above premises for term of (60) months commencing on June 1, 2026 and terminating on May 31, 2031. The base monthly rental rate will be as follows:

6/1/2026 – 5/31/2027 - \$1,250.00 per month
 6/1/2027 – 5/31/2028 - \$1,300.00 per month
 6/1/2028 – 5/31/2029 - \$1,350.00 per month
 6/1/2029 – 5/31/2030 - \$1,400.00 per month
 6/1/2030 – 5/31/2031 - \$1,450.00 per month

All rent is payable on the first day of each month for that month's rental, during the term of this lease. If rent is not received by the close of business (4:30 pm) on the 4th day of the month, a late fee of Fifty Dollars (\$50.00) shall apply. All rental payments shall be made to Landlord in person at 27 S Zane Highway, Martins Ferry, OH 43935 or via mail at P.O. Box 426, Martins Ferry, OH 43935. The Tenant is only required to use available senior service levy funds to pay for obligations arising under this Lease, and neither SSOBC nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. Amounts paid under this Lease shall not exceed any applicable statutory limit.

2. **USE.** Tenant shall use and occupy the premises for the purpose of operating a senior center and transportation/logistics center for seniors under the name Belmont County Senior Center. The premises shall be used for no other purpose without written permission from the Landlord and such permission will not be unreasonably withheld. Landlord represents that the premises maybe lawfully used for such purpose.
3. **CARE AND MAINTENANCE OF PREMISES.** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. During the Lease term, tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises due to damage by Tenant, or Tenant's employees, agents, or invitees, normal wear and tear excepted. Repairs shall include such items as routine repairs of



floors, walls, ceilings, and other parts of the Leased, except for major mechanical, subject to the obligations of the parties otherwise set forth in this Lease, and except damage caused by Landlord or other lessees in the building. Tenant is responsible for all snow removal and keeping sidewalks clear.

4. **ALTERATIONS.** Tenant shall make no alteration to the subject premises without written permission from the Landlord in such permission will not be unreasonably withheld.
 5. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.
 6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.
 7. **UTILITIES.** Tenant is responsible for all utilities, including but not limited to Electric, Gas, Water, Sewer, and Trash and other utilities not specifically included herein. Utilities must remain on and in the Tenant's name for the entire lease term.
 8. **SIGNS.** Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Lease Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Landlord has right to put Unit for Rent signs in the windows no more than (45) days prior to date Tenant intends to vacate the premises.
 9. **ENTRY AND INSPECTION.** Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same, and will permit Landlord at a time within (45) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the premises thereafter.
 10. **INSURANCE.**
 - i. If the Leased Premises or any part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
 - ii. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
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- iii. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord agrees that Tenant's current insurer is acceptable. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with the Paragraph. Landlord shall not be required to maintain insurance against thefts within the Least Premises or the Building.
11. **EMINENT DOMAIN.** The premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu of thereof, but Tenant may file a claim for any taking of fixtures and improvements and by Tenant, and for moving expenses.
12. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forthwith repair the same provided that such repairs can be made within sixty (60) days under existing governmental laws and regulation, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs cannot be made within (60) days. Landlord, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option be a party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
13. **LANDLORD'S REMEDIES ON DEFAULT.** If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants and conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within (15) days after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such 15 days and thereafter proceeds with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease on not less than 15-day notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
14. **SECURITY DEPOSIT.** Tenant has no security deposit with Landlord.
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OHIO RIVER



PROPERTIES, LLC

15. **ATTORNEY'S FEES.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs and occurred in connection with such action, including reasonable attorney's fee.
16. **NOTICES.** Any notice which either party may, or is required to give, shall be given via mailing same, postage prepaid, to Tenant at the premises, or Landlord at the address shown in the TERMS and RENT section of this lease, or at such other places as may be designated by the parties from time to time. [See paragraph 22]
17. **HEIRS. ASSIGNS. SUCCESSORS.** This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.
18. **RENEWAL.** The lease shall renew for successive 1-year periods after the initial (60) month term has expired under the same terms herein, unless either Tenant or Landlord gives notice in writing FORTY-FIVE (45) days in advance of lease term end that this lease shall end.
19. **SUBORDINATION.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
20. **HEADINGS.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
21. **BROKERS.** Tenant represents the Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee, or other similar charge, in connection with this Lease.
22. **NOTICE.** Any notice required or permitted in this Lease shall be deemed sufficiently given or served if sent by United States Certified Mail with a return receipt requested and addressed as follows: If to the Landlord: Ohio River Properties, L.L.C. PO Box 426. Martins Ferry, OH 43935. and if to the Tenant: Executive Director, Senior Services of Belmont County, 67650 Oakview Dr., St. Clairsville, OH 43950.
23. **FINAL AGREEMENT.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
24. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

FOR OHIO RIVER PROPERTIES, LLC.

Landlord

Date

OHIO RIVER PROPERTIES, LLC

FOR BELMONT COUNTY OIDO BOARD OF COMMISSIONERS dba SENIOR SERVICES OF BELMONT COUNTY

Jerry Echemann
President

4/8/24
Date

Vince Gianangeli
Commissioner

4/8/24
Date

APDA
Commissioner

4/8/26
Date

Approved as to Form:
[Signature]
Assistant Prosecutor

4/6/25
Date

Upon roll call the vote was as follows:

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

OHIO EMERGENCY MANAGEMENT AGENCY GRANT AGREEMENT FY23EMPG-07/EMA

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the First Amendment to the Ohio Emergency Management Agency Grant Agreement FY23EMPG-07, in the increased amount of \$7,220.00, extending the performance date to March 31, 2025, on behalf of the Belmont County Emergency Management Agency.
Note: The new award amount is \$70,593.00. EMA can claim reimbursements for up to 18 months prior to March 31, 2025.

FIRST AMENDMENT TO FY2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) SUPPLEMENTAL GRANT AGREEMENT

This First Amendment to the Notice of Award and Grant Agreement (hereinafter referred to as "Agreement") is entered into on last date signed below, by and between the Ohio Department of Public Safety, Emergency Management Agency (hereinafter referred to as "Sub-Grantor") and Belmont County EMA (hereinafter referred to as "Recipient") for the FY2023 Emergency Management Performance Grant (EMPG) First Supplemental grant award.

WHEREAS, Sub-Grantor and Recipient entered into an Agreement, Agreement Number FY23EMPG-07, Federal Pass-Thru number EMC-2023-EP-00003, and

WHEREAS, the Recipient was given the opportunity to complete a second supplemental award to exhaust the FY23 Emergency Management Performance Grant (EMPG);

NOW, THEREFORE, in consideration of the foregoing, Sub-Grantor and Recipient hereby agree as follows:

1. The Recipient's grant award period of performance will be extended to **March 31, 2025** and the award amount of **\$63,373.00** will be **Increased** by **\$7,220.00** for a total award of **\$70,593.00** under the following conditions:
 - a) The Recipient's program activities must be completed and all cash requests must be submitted to the Sub-Grantor before the end of the performance period;
 - b) If the Recipient becomes aware that the full remaining amount of the award will not be utilized, the Recipient shall submit a letter of de-obligation in a timely manner to the Sub-Grantor.

Except as amended, modified or deleted herein, all other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Sub-Grantor and Recipient have executed this First Amendment to the FY2023 Emergency Management Performance Grant (EMPG), as of the date signed below.

Sima S. Merick, Executive Director
Ohio Emergency Management Agency
State Administering Agency

Date: _____

Jerry Echemann
Commissioner JERRY ECHEMANN
Belmont County EMA
Recipient

Date: 4/8/26

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CONTRACT FOR ADMINISTRATIVE

SERVICES WITH BEL-O-MAR REGIONAL COUNCIL

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Contract for Administrative Services with Bel-O-Mar Regional Council in an amount not to exceed \$35,000.00 for the FY2024 Community Development Block Grant (CDBG), and Fair Housing Activities, effective September 1, 2024, to October 31, 2026.

**INTERGOVERNMENTAL AGREEMENT
CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 8th day of April, 2026, by and between the **Belmont County Commission**, a corporation created and operating under the laws of the State of Ohio, with its principal office at 101 Main Street, St. Clairsville, Ohio, hereinafter called (**BCC**), and the **Bel-O-Mar Regional Council** with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called (**Bel-O-Mar**). The effective date of this agreement is from September 1, 2024 to October 31, 2026.

WHEREAS, the **BCC** has been awarded a FY 2024 Community Development Allocation Grant through HUD Community Development Block Grant from the State of Ohio Department of Development Office for the purposes of undertaking two projects: Belmont Countywide Demolition and the Village of Bellaire Union Park Sidewalk Improvement Project, as well as Fair Housing activities, hereinafter called (**Project**). The **BCC** agrees to the following:

In order to accomplish the project, the **BCC** will retain the services of Bel-O-Mar to furnish administrative and general management services to comply with the grant management requirements of the federal and/or State agencies involved.

It is understood that this shall include any and all administrative services necessary to complete the proposed project construction excepting those services provided for in the agreements with the project engineer and project attorney.

The **BCC** agrees to acquire such services by this contract method.

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

Bel-O-Mar shall furnish the following services:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said **PROJECT**.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said **PROJECT**.
3. To prepare all relevant project resolutions for review and approval by the **BCC** for said **PROJECT**.
4. To complete all required environmental review processes and secure State approval for the release of project funds for said **PROJECT**.
5. To establish and maintain a financial management system for said **PROJECT**.
1. To establish and maintain official relations with the State of Ohio Department of Development Office for the purpose of reporting the progress and status of said **Project**.
2. To review with legal counsel the entire construction bid package to ensure compliance with applicable state, local and federal provisions and to coordinate with the City and/or Project Engineer the selection of the contractor of said **PROJECT**.
3. To oversee and participate in all monitoring visits and audits conducted by the State of Ohio Department of Development Office for the purpose of reporting the progress and status of said **PROJECT**.
4. To review and make recommendations to **BCC** and process payment on all engineering invoices for work payable through CDBG funds of said **PROJECT**.
5. To review and make recommendations to **BCC** and process payment of all contractor invoices, bills, change orders, field orders and other work-related documents during the construction phases of said **PROJECT**.
6. To make regular reports to the **BCC** concerning the status and progress of said **PROJECT**.
13. To assure federal and state labor requirements, Davis-Bacon, and Equal Opportunity contract provisions are in compliance for said **PROJECT**, if applicable.
14. To conduct monthly labor compliance interviews with contractor employees during the period of construction of said **PROJECT**.
15. To coordinate the flow of documents between all relevant participants of said **PROJECT**.
16. To review and recommend actions to the **BCC** concerning suggested changes by the engineer for changes, design, construction schedules, deletions or modification, etc. to ensure that all changes are eligible for federal or State funding before execution of any such documents of said **PROJECT**.
17. To complete all close-out reports to the State upon final completion of all construction activities of said **PROJECT**.

THE BCC SHALL:

1. Abide by all State and Federal laws, rules and regulations concerning said **PROJECT**.
2. Execute all documents, writings or other instruments necessary for the efficient and effective administration of said **PROJECT**.
3. Authorize payment of all invoices related to administration, engineering and construction, any other related costs with all due speed of said **PROJECT**.
4. Provide prompt decisions on questions of policy or approval of recommended changes presented to the City by Bel-O-Mar of said **PROJECT**.
5. Promptly notify Bel-O-Mar of any changes of location and/or scope along with any necessary additional easements or rights-of-way of said **PROJECT**.
6. Retain and preserve all grant-related records after the close of said **PROJECT** for a period of not less than three (3) years.

COMPENSATION

The City agrees to reimburse Bel-O-Mar up to, but not to exceed Thirty-five Thousand and no/\$100 (\$35,000) for administrative services rendered and eligible effective the date of intergovernmental agreement. Reimbursement for administrative services shall be payable upon presentation of invoices to the City by Bel-O-Mar which detailed services rendered to direct and indirect costs, and as funds are made available by the State through the draw down of funds on the **BCC**'s Community Development Block Grant.

Administrative costs shall consist of, but not be limited to, the following direct and indirect costs:

<u>DIRECT</u>	<u>INDIRECT</u>
Wages	Rent
*Travel	Utilities
Long Distance Calls	Printing/Supplies
Public Notices	Telephone Services
Fringe Benefits	Equipment
	Salaries (Admin. Staff)
	Audit

The current Indirect Cost Allocation Plan for Bel-O-Mar is on file at 105 Bridge Street Plaza, Wheeling, West Virginia, and is available for public inspection during regular business hours Monday through Friday, except for holidays.

* Administrative costs associated with travel shall be limited solely to the travel of that individual specifically assigned by Bel-O-Mar to administer said project.

TERMS OF AGREEMENT

This Agreement shall be binding upon the parties and shall remain in force and effective for a period not to exceed two years from the date of the execution of this agreement. The term of this Agreement may be extended upon the mutual written consent of the parties.

TERMINATION

This Agreement may be terminated by the **BCC** or Bel-O-Mar for cause.

MODIFICATION

This Agreement represents the entire agreement of the parties. No representations were made or relief upon either party, other than those expressly set forth. No agent, employee or other representatives of either part is empowered to alter any of the terms thereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Belmont County Commission
Belmont County, Ohio
By: Jerry Echemann /s/
Jerry Echemann, President
APPROVED AS TO FORM
T.J. Schultz /s/
PROSECUTING ATTORNEY
BEL-O-MAR REGIONAL COUNCIL
By: _____
Scott Hicks,
Executive Director

ATTEST:
Bonnie Zuzak /s/
Bonnie Zuzak, Clerk

ATTEST:

A.C. Wiethe
Director of Management Services
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN FOR MAXIMUS CONSULTING SERVICES, INC. FOR YEAR ENDING DECEMBER 31, 2024

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the **Certificate of County-Wide Cost Allocation Plan** for Maximus Consulting Services, Inc., for the year ending December 31, 2024.
Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired about when the departments will be moving into the new Health Department/Records building. Mr. Echemann said the Records Department has been organizing files. Mr. Dutton said the completion date is set for the last week of November.

Proclamation in Honor of Ladyn Hines, Division III 115-Pound Weight Class State Wrestling Champion

Present: Ladyn Hines and Marvin Butler (Grandfather)
Ms. Hines said she began wrestling when she was 3 years old. She also competes in track and volleyball and maintains a 3.9 GPA. Ms. Hines said in the off-season she continues to workout to maintain her weight. Mr. Dutton said, "One of the great things of these types of days is we're able to recognize individuals like yourself and get a chance to talk to you and seeing how exceptional you are, and it makes us feel a bit better about the future of our communities and county."

IN THE MATTER OF ADOPTING THE PROCLAMATION IN HONOR OF LADYN HINES, DIVISION III 115-POUND WEIGHT CLASS STATE WRESTLING CHAMPION

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the proclamations in honor of Ladyn Hines, Division III 115-pound weight class State Wrestling Champion.

**Proclamation
in honor of
Ladyn Hines
Division III 115-Pound Weight Class
State Wrestling Champion**

WHEREAS, Freshman Ladyn Hines of Barnesville High School won her first state title at the fourth annual OSHAA State Wrestling Tournament on March 15, 2026; and
WHEREAS Ladyn Hines completed that mission at the Value City Arena at the Jerome Schottenstein Center when she won the 115-pound weight class with a 4-1 score in overtime over her opponent following a 7-2 victory over the defending champion in the semi-finals; and
WHEREAS, Ladyn Hines also secured the 120-pound OVAC title and won the Shadyside Last Man Standing tournament, where she was named Most Outstanding Wrestler; and
WHEREAS, Ladyn Hines ended her first Varsity season with a record of 39-4 and is the first female from Barnesville High School to both qualify and win gold in the state tournament; and
WHEREAS, heartfelt congratulations are extended to head Coach Jayson Stephen of Barnesville High School and Father/Coach Buddy Hines.
NOW, THEREFORE, BE IT RESOLVED That the Belmont County Commissioners, on behalf of all county residents, do hereby honor Ladyn Hines on her athletic achievements and wish her continued success in all of her future endeavors.
Adopted this 8th 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

RECESS

11:00 Bid Opening-Engineer's Project 26-2 2026 Chip Seal Program

IN THE MATTER OF BID OPENING FOR BELMONT COUNTY ENGINEER'S PROJECT 26-2 2026 CHIP SEAL PROGRAM

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineers Project 26-2 2026 Chip Seal Program they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Runway Inc. 160 Blue Gill Rd Peebles, OH 45660	X	\$741,016.44

SC Construction 800 Nathan Denton Rd Seaman, OH 45679	X	\$698,110.29
Youngblood Paving 2516 ST. Route 18 Wampum, PA 16157	X	\$736,261.02

Engineer's Estimate: \$759,290.75.

Present: Belmont County Assistant Engineer Dan Boltz.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to turn over all bids received for the Belmont County Engineer's **2026 Chip Seal Program** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:46 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, discipline and/or termination of public employees.

Upon roll call the vote was as follows:

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

Crystal May, HR Administrative Assistant, present for executive session

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:20 P.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 12:20 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there are three motions to be considered as a result of executive session.

IN THE MATTER OF APPROVING UNPAID LEAVE FOR JENA JOHNSON, FULL-TIME DEPUTY CLERK/EASTERN

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve unpaid leave for Jena Johnson, full-time Deputy Clerk at Belmont County Eastern Divisional Court, effective April 10 and 14, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING REVISED JOB DESCRIPTION FOR THE WATER PLANT MANAGER AT BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the revised job description for Water Plant Manager at Belmont County Water and Sewer District, effective April 8, 2026.

Position: Water Plant Manager

Department: Water Treatment Plant

Supervisor: Director

Pay: See Current Pay Scale

Position Summary

The Water Plant Manager serves as the Operator of Record for the Water Treatment Plant and is responsible for the operation, maintenance, regulatory compliance, and management of plant personnel and facilities. The position ensures safe and efficient water treatment operations in compliance with Ohio EPA and Federal EPA drinking water regulations.

This position is designated as an essential employee and requires mandatory overtime and emergency response availability.

Essential Duties and Responsibilities

Operator of Record & Regulatory Compliance

- Serve as Operator of Record in accordance with Ohio EPA regulations.
- Maintain an active Class III Ohio EPA Water Operating Certification.
- Ensure compliance with all applicable state and federal drinking water regulations.
- Review, certify, and submit operational records, laboratory results, and required regulatory reports.
- Address and report regulatory violations, operational deficiencies, or public health concerns.

Management & Administration

- Supervise, schedule, and train plant personnel.
- Assign work shifts and coordinate staffing coverage, including overtime as required.
- Develop and maintain plant operating procedures and safety practices.
- Maintain operational records and documentation.
- Provide recommendations to the Director regarding staffing, equipment replacement, and operational improvements.
- Maintain professional working relationships with employees, contractors, regulators, and the public.
- Manage the emergency response plan and source water supply protection plan.

Plant Operations & Maintenance

- Operate and monitor plant systems including wells, pumps, filters, and chemical feed systems.
- Start, adjust, troubleshoot, repair, and shut down equipment as required.
- Implement and oversee preventative maintenance programs.
- Coordinate equipment repairs and facility maintenance.
- Maintain plant equipment, wells, buildings, and grounds.
- Order and manage chemicals, parts, and operational supplies.

Laboratory & Water Quality

- Perform and oversee laboratory testing related to water quality.
- Maintain laboratory certification standards and testing records.

Budget & Asset Management

- Assist in preparation of the plant operating budget.
- Monitor operational expenses and recommend cost-effective improvements.

- Maintain asset records and assist with long-term equipment replacement and capital improvement planning.

Emergency Response

- Respond to plant emergencies, system failures, and water quality incidents.
- Assist in implementing emergency response procedures and water supply protection measures.
- Coordinate with management and regulatory agencies during emergency events.

Additional Duties

- Maintain a safe work environment and follow established safety procedures.
- Perform other related duties and assist with operator responsibilities as needed.

Minimum Qualifications

- High school diploma or equivalent.
- Valid driver's license.
- Active Class III Ohio EPA Water Operating Certification.
- Minimum five (5) years water treatment operating experience, including one (1) year as a Class III operator.
- Full chemical and bacteriological laboratory certification for the BCWSD laboratory.
- Must meet all Ohio EPA requirements to serve as Operator of Record.

Working Conditions

Work may involve exposure to weather, treatment chemicals, hazardous equipment, and environmental conditions. Confined space entry, evening, weekend, overtime, and emergency response work may be required.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF ALLYSON PERKINS,
FULL-TIME NUTRITION DRIVER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of Allyson Perkins, full-time Nutrition Driver at Senior Services of Belmont County, effective April 8, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:22 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 12:22 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th 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