

St. Clairsville, Ohio

August 12, 2026

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 \$1,871,123.00

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:

1000 GENERAL FUND

FROM	TO	AMOUNT
1000-110-30-535000 Budget Stabilization	1000-110-30-525500 Professional Services	\$200,000.00
1000-110-41-560001 Grants-Mandated Share	1000-110-41-560000 Transfers Out	\$933.00

8380 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
8380-380-32-525003 Grant-Holding Account	8380-380-32-525100 Printing, Binding, & Adv	\$375.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS

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

1000 GENERAL FUND AND 2610 PUBLIC ASSISTANCE/BCDJFS

FROM	TO	AMOUNT
1000-110-41-560000 Transfers Out	2610-610-95-460000 Transfers In	\$933.00

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 dates:

JANUARY 6, 2026

1000 GENERAL FUND

1000-110-30-525010	Oil and Gas-Commrs	\$500,000.00
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2102 ARP ST. & LOCAL FISCAL RECOVERY

2102-110-30-525002	Contract Services	\$21,040.00
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FEBRUARY 2, 2026

4415 COURTHOUSE PLAZA IMPROVEMENT FUND

4415-110-40-530001	Contract Services	\$100,000.00
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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 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-Stacie Brown to Columbus, OH, on August 28, 2026, to attend the FCFC meeting. Estimated expenses: \$199.80.

WESTERN DIVISION COURT-Jessical Uscio to Lewis Center, OH, on October 6-9, 2026, to attend the OAMCCC Fall Conference.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 5, 2026.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcement:

The Belmont County Commissioners will hold a Town Hall meeting on Thursday, August 13, 2026, at 6:00 p.m. at the Belmont County District Library, 25 South 5th Street, Martins Ferry, Ohio 43935. Public input is welcome and citizens are encouraged to attend.

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
COMMISSIONER J. P. DUTTON TO REPRESENT BELMONT COUNTY
BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE
FOR OHIO PUBLIC WORKS, ROUND 40 PROJECTS

Resolution authorizing Commissioner J. P. Dutton to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works, Round 41 Projects.

Motion made by Commissioner Echemann seconded by Commissioner Gianangeli to adopt the foregoing resolution this 12th day of August, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT COUNTY PLANNING COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to reappoint the following to The Belmont County Planning Commission for a three-year term, effective August 11, 2026 to August 10, 2029:

- Mr. Jim Graham
- Mr. Mark McVey
- Mr. Frank Shaffer

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING DAVE CARTER, COURT ADMINISTRATOR CCM, BELMONT COUNTY COURT OF COMMON PLEAS, PROBATE & JUVENILE DIVISION AND APPOINT NICHOLE COUCH, BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES SUPERVISOR AS PREVENTION SPECIALIST ON THE CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION COUNCIL.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to reappoint Dave Carter, Court Administrator CCM, Belmont County Court of Common Pleas, Probate & Juvenile Division and appoint Nichole Couch, Belmont County Department of Job & Family Services Children Services Supervisor, as County Prevention Specialists on the Child Abuse and Child Neglect Regional Prevention Council per ORC 3109.172.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 22 FROM GRAE-CON CONSTRUCTION, INC., FOR THE RECORDS BUILDING AND HEALTH DEPARTMENT BUILDING PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Change Order No. 22 from Grae-Con Construction, Inc., for the Records Building and Health Department Building Project adding an additional 31 calendar days to the Substantial Completion Date; new completion date December 28, 2026.

Note: This change order is a result of Change Order No. 19 for the Storm/Sanitary Redesign at the 911 Center and Water Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PORTABLE SURVEILLANCE TOWER USE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF HOMELAND SECURITY AND BELMONT COUNTY SHERIFF’S OFFICE

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Portable Surveillance Tower Use Agreement between the Ohio Department of Public Safety, Division of Homeland Security and Belmont County Sheriff’s Office, effective September 28, 2026 through October 4, 2026, for use of the tower during The Wall That Heals event.

Note: There is no cost for the use of the tower.

**Ohio Department of Public Safety,
Division of Homeland Security
Portable Surveillance Tower Use Agreement**

This Portable Surveillance Tower Use Agreement (Agreement) is entered into between the Ohio Department of Public Safety, Division of Homeland Security, located at 1970 West Broad Street, Columbus, Ohio 43223 (OHS) and Belmont County Sheriff's Office located at 68137 Hammond Rd, St Clairsville, OH 43950

WHEREAS OHS acquired the portable surveillance tower (Tower) with the express intent of, among other uses, offering the Tower for use to public safety offices throughout the State of Ohio; and,

WHEREAS USER has requested use of 1 of the Towers (regardless of number, all references below are to the "Tower") for the deployment described below.

NOW, THEREFORE, in consideration of the mutual agreements and promises to set forth herein, and other good and valuable consideration, the parties agree to USER's use of the Tower in accordance with the terms set forth in this Agreement.

I. LOCATION DETERMINATION

- A. Prior to setting up and delivery of the Tower, USER and OHS will cooperate to identify an appropriate location for the Tower. USER may only deploy the Tower at a site approved by OHS.
- B. OHS retains the right to refuse to deliver the Tower, if OHS determines that the Tower cannot be safely set up, operated, or secured at the designated site.
- C. USER agrees to allow OHS reasonable access to the designated Tower deployment site for delivery, operation and pick-up, including if the site is at a secure facility or location.
- D. If an electric power hookup is to be provided for the tower operation. The USER will provide a photo of the plug that the tower will be using prior to delivery. All plugs must be in place prior to arrival of the tower. Otherwise, the Tower will operate using the onboard generator.
- E. If electric power hookups require safety inspections, the USER will be responsible for having all inspectors onsite upon sitting tower up.

II. DEPLOYMENT PERIOD

- A. The Deployment Period is the time when OHS delivers and picks up the Tower. The estimated delivery and pick-up dates are:
Delivery Date: September 28, 2026.
Pick-up Date: October 4, 2026.
- B. Prior to the delivery date, USER will inspect the designated deployment site and alert OHS to any changes in the site since OHS approved the site.
- C. At the time of delivery and pick-up, OHS and USER will inspect the Tower together to note any then-existing damage in writing.

III. OHS RESPONSIBILITIES

- A. OHS will deliver and set up the Tower at the designated location.
- B. OHS will staff the tower during requested time periods
- C. OHS staff will work with USER onsite staff.
- D. OHS will provide USER video upon request.

IV. USER RESPONSIBILITIES

- A. USER will include OHS staff in all pre-event security meetings and event briefings
- B. USER will brief OHS staff prior to the start of each shift with any intel and daily event updates.
- C. USER will provide radio, phone number or common MARCS radio channel for communication link to tower operator.
- D. USER will allow OHS staff to take breaks as needed.
- E. USER understands and agrees that it shall not add to, remove, move or in any way alter equipment contained within or attached to the Tower.
- F. Each party to this MOU recognizes that the other is self-insured or otherwise maintains insurance to cover the loss of property or damage, personal injury or death associated with the use of the Tower. Nothing in this MOU shall be construed as an indemnification by one party to the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this MOU. Any liability for claims for property loss or damage or personal injury or death by a party, its employees, agents, invitees, or contractors, or by third persons, arising out of and during the activities associated with the MOU shall be determined in accordance with Chapter 2743 of the Ohio Revised Code.

V. CONTACT INFORMATION

- A. OHS 24 hr. Contact. In the case of an emergency or after regular business hours, OHS contact is:
 - Name: Charles Thomas
 - Title/Rank: Critical Infrastructure Security Specialist
 - Telephone: (614)752-4491
 - E-mail: CETHomas@dps.ohio.gov
 - Address: 1970 West Broad, Columbus, OH
 - Second Contact: OSP HUB
 - Telephone: (614)799-6633
- B. OHS Non-Emergency Contact. For OHS, the non-emergency contact person is:
 - Name: Charles Thomas
 - Title/Rank: Critical Infrastructure Security Specialist
 - Telephone: (614)752-4491

- E-mail:

CEThomas@dps.ohio.gov
- Address:

1970 West Broad, Columbus, OH
- C. USER 24 hr. Contact.

For USER, the 24-hr. contact person is:
- Name:

Curtis Kyer
- Title/Rank:

Deputy EMA Director
- 24 hr. Telephone

740.359.8036
- E-mail:

curtis.kyer@co.belmont.oh.us
- D. USER Non-Emergency Contact.

For USER, the contact person is:
- Name:

Curtis Kyer
- Title/Rank:

Deputy EMA Director
- Telephone:

740.359.8036
- E-mail:

curtis.kyer@co.belmont.oh.us
- Address:

68137 Hammond Rd, St Clairsville, OH 43950

VI. **GENERAL TERMS**

- A.

Effective Date and Termination. This Agreement is effective as of the last date of the signatures below. Either party may terminate this Agreement with or without cause. In the event of termination, OHS will remove the Tower within a reasonable time, if already delivered, and the terms of this Agreement remain in full force and effect until removal of the Tower.
- B.

Responsibility for Claims. Each party shall be responsible for personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree.
- C.

Governing Law; Jurisdiction; Venue. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Ohio.
- D.

Ownership. OHS retains ownership of the Tower while in the possession of USER. USER may not sell, lend, rent, sublet, subcontract, or otherwise assign use or possession of the Tower to any third party, and may not otherwise interfere with OHS’s ownership interest in the Tower.
- E.

Assignment. Neither party may assign, subcontract, or delegate any rights or obligations under this Agreement without the prior written consent of the other party.
- F.

Severability. The provisions of this Agreement are severable. If any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable.
- G.

Complete Agreement. This Agreement sets forth the entire agreement of the parties in respect of the subject matter contained in this Agreement and

supersedes all prior agreements, promises, proposals, covenants, arrangements, communications, representations or warranties, whether oral or written.

- H. Counterparts. This Agreement may be executed in multiple counterparts, all of which will be originals, and which together will constitute a single agreement. Facsimile signatures will be considered to be original signatures.
- I. Interpretation. The headings of sections, headers and footers of this Agreement are for convenience of reference only and will not be used in any action to alter, modify or interpret this Agreement. This Agreement will be interpreted neutrally, and not as if drafted by any one party.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates written below.

OHIO DEPARTMENT OF
PUBLIC SAFETY, DIVISION
OF HOMELAND SECURITY

USER: Belmont County Sheriff's Office

Benjamin B. Suver, Interim Director
Ohio Department of Public Safety

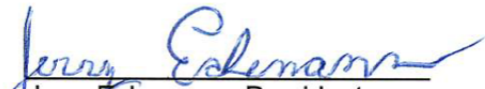
Name: _____

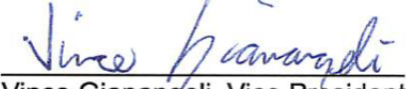
Title/Rank: _____

Date: _____

Date: _____

Belmont County Commissioners:


Jerry Echemann, President


Vince Gianangeli, Vice President


J.P. Dutton

8/12/26
Date

Approved as to Form:


Terry L. Schultz, Jr., Assistant Prosecutor

8/12/26
Date

Upon roll call the vote was as follows:

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

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 August 12, 2026, in the amount of \$7,500 per net leasehold acre for 1.714 acres, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$12,855.00.

**PAID-UP
OIL & GAS LEASE** Lease No. _____

This Lease made this 12th day of August, 2026, by and between: **Belmont County 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: 8: Tax Parcel No.: Unknown (Includes all portions of Ault Drive in the Plat of Henderson Hills, Cabinet E, Slide 120, the Plat of Henderson Hills First Addition, Cabinet E, Slide 193 and in the Plat of Henderson Hills Third Addition, Cabinet E, Slide 252), Containing 1.714 acres

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

and described for the purposes of this agreement as containing a total of **1.714** 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. **August 12, 2026** (effective date) to 11:59 P.M. **August 11, 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:
Belmont County Commissioners


By: Jerry Echemann, President

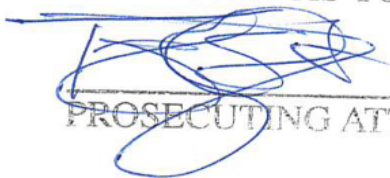

By: Vince Gianangeli, Vice-President


By: J.P. Dutton, Commissioner

LESSEE:
Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company

By: Kacie Booher, Attorney-in-Fact

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 APPROVING VEHICLE TRADE-IN AND PURCHASE
FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the trade-in of one 2021 Dodge Charger for a trade-in amount of \$16,500.00 and purchase one 2026 Chevrolet Tahoe from Auto Choice, in the amount of \$67,053.00 for a total cost of \$50,553.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This is a replacement vehicle and will be used for hauling and delivery of goods required for SSOBC operation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 1 (THROUGH 7/31/2026)
FROM BORDER PATROL, LLC FOR THE PENNWOOD LIFT STATION AND FORCE MAIN PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Pay Request Number 1 (through 7/31/2026) from Border Patrol, LLC, in the amount of \$211,600.00 for the Pennwood Lift Station and Force Main project, based upon the recommendation of Kelly Porter Water & Sewer District Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL AND GENERAL TERMS OF
CONDITIONS FOR PROFESSIONAL SERVICES WITH JHA COMPANIES**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the proposal and general terms of conditions for professional services with JHA Companies in the amount of \$4,900.00 to support the vacation of a portion of the former Ohio Department of Transportation (ODOT) right-of-way along former U.S. Route 40 located west of County Road 100, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: This will be paid with MVGT funds. The vacation of a township road requires an exhibit, JHA will prepare the exhibit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH NLS PAVING, INC FOR
ENGINEER'S PROJECT 26-5 BEL-CR10-0.00 RESURFACING PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into contract with NLS Paving, Inc., in the base bid amount of \$874,042.05 (Black Oak Road) and additive alternate bid amount of \$186,269.55 (Lafferty Road) for the Belmont County Engineer's Project 26-5 BEL-CR10-0.00 Resurfacing Project, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: This project is funded by OPWC Grant \$400,000.00, OPWC Loan \$214,265.00, MVGT Funds \$259,777.05 and Commissioners General Fund \$186,269.55.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #26-5: BEL-CR10-0.00 RESURFACING
OPWC PROJECT CR18AD/CR19AD**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 12th day of August, 2026 between **NLS PAVING, INC.**, 67925 Bayberry Drive, Suite B, St. Clairsville, OH 43950 and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, Commissioners of Belmont County, WITNESSETH that said **NLS PAVING, INC.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to resurface 3.78 miles of CR10 (Black Oak Road), with a 0.74 mile additive alternate of CR10 (Lafferty Road) and all related Work described by the Contract Documents.

All Work for the BEL-CR10-0.00 RESURFACING Project shall be completed by OCTOBER 3, 2026.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2023, and shall be under the direction of the County Engineer.

BASE BID: BEL-CR10-0.00 RESURFACING (S.L.M. 0.00 TO S.L.M. 3.78)

QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
7.40 MILE	LINEAR GRADING	\$2,500.00	\$18,500.00
200 SY	PAVEMENT REPAIR, AS PER PLAN	\$110.00	\$22,000.00
267 SY	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN (VARIABLE)	\$25.00	\$6,675.00
6,653 GAL	NON-TRACKING TACK COAT	\$3.25	\$21,622.25
20 CY	STABILIZED CRUSHED AGGREGATE	\$250.00	\$5,000.00
1,554 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	\$230.00	\$357,420.00
1,400 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), AS PER PLAN, PG64-22	\$230.00	\$322,000.00
20 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), (DRIVEWAYS), AS PER PLAN	\$600.00	\$12,000.00
160 CY	COMPACTED AGGREGATE, AS PER PLAN	\$95.00	\$15,200.00
7.56 MILE	EDGE LINE, 4"	\$3,180.00	\$24,040.80
3.78 MILE	CENTER LINE	\$5,800.00	\$21,924.00
10 FT	STOP LINE	\$16.00	\$160.00
LUMP SUM	MAINTAINING TRAFFIC	\$27,500.00	\$27,500.00
LUMP SUM	MOBILIZATION	\$20,000.00	\$20,000.00
	BASE BID TOTAL		\$874,042.05

LOCAL SHARE \$259,777.05 (MVGT)

OPWC GRANT \$400,000.00 (CR18AD)
OPWC LOAN \$214,265.00 (CR19AD)

ADDITIVE ALTERNATE BID: BEL-CR10-0.00 RESURFACING (S.L.M. 3.78 TO S.L.M. 4.52)

QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.48 MILE	LINEAR GRADING	\$2,500.00	\$3,700.00
50 SY	PAVEMENT REPAIR, AS PER PLAN	\$110.00	\$5,500.00
1,303 GAL	NON-TRACKING TACK COAT	\$3.25	\$4,234.75
10 CY	STABILIZED CRUSHED AGGREGATE	\$250.00	\$2,500.00
305 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	\$230.00	\$70,150.00
242 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), AS PER PLAN, PG64-22	\$230.00	\$55,660.00
10 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), (DRIVEWAYS), AS PER PLAN	\$600.00	\$6,000.00
32 CY	COMPACTED AGGREGATE, AS PER PLAN	\$95.00	\$3,040.00
4.56 MILE	EDGE LINE, 4”	\$3,180.00	\$14,500.80
2.28 MILE	CENTER LINE	\$5,800.00	\$13,224.00
10 FT	STOP LINE	\$16.00	\$160.00
LUMP SUM	MAINTAINING TRAFFIC	\$7,000.00	\$7,000.00
LUMP SUM	MOBILIZATION	\$600.00	\$600.00
	ADDITIVE ALTERNATE BID TOTAL		\$186,269.55

LOCAL SHARE \$186,269.55 (MVGT)

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

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/
Vince Gianangeli /s/

NLS PAVING, INC.

By: Brian Varrato /s/
Brian Varrato
Print/Type Signature

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 ENTERING INTO ROADWAY USE MAINTENANCE AGREEMENT WITH GRENADIER ENERGY III, LLC/ENGINEER’S

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into a **Roadway Use Maintenance Agreement** with Grenadier Energy III, LLC, effective August 12, 2026, for drilling activity at 2.6 miles of CR 100 (McMillan Road) for drilling activity at the Sylvester Antolak Pad.
Note: Bond No. SU 7129946-0000 for \$516,800 is on file.

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

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

Grenadier Energy III, LLC

Operator Name, whose address is,

24 Waterway Avenue, Suite 875, The Woodlands, TX 77380

Operator Address

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

RECITALS

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

- | | | |
|--|--|---|
| ☐ Colerain Township | ☐ Flushing Township | ☐ Goshen Township |
| ☐ Kirkwood Township | ☐ Mead Township | ☐ Pease Township |
| ☐ Pultney Township | ☐ Richland Township | ☐ Smith Township |
| ☐ Somerset Township | ☐ Union Township | ☒ Warren Township |
| ☐ Washington Township | ☐ Wayne Township | ☐ Wheeling Township |
| ☐ York Township | | |

in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Sylvester Antolak Pad], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Sylvester Antolak Pad] (hereafter collectively referred to as “oil and gas development site”) located in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of [2.6]miles of [McMillan Rd / Count Road 100]] for the purpose of ingress to and egress from the [Stillwater Creek Water Source], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Sylvester Antolak Pad] (hereinafter referred to collectively as “Drilling Activity”); and

WHEREAS, the Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

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

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

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

1. The portion of [McMillan Rd / Count Road 100], to be utilized by Operator hereunder, is that exclusive portion beginning at [I-70 exit 204 / US-40]. It is understood and agreed that the Operator shall not utilize any of the remainder of [McMillan Rd / Count Road 100] for any of its Drilling Activities hereunder.
2. The portion of [McMillan Rd / Count Road 100] to be utilized by Operator hereunder, is that exclusive portion ending at [2.6 miles south of US-40 /40.025255, -81.113304] wherein Operator’s site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of [McMillan Rd / Count Road 100], for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needed to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing

pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Drilling Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of [516,800] & 00/100 DOLLARS [DOLLARS] ^{total per} mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load, and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If the Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). The Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.

- 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement
- 12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 14. In any event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on ~~July 8~~ AUGUST 12, 2026.
Effective Date Determined by Belmont County Commissioners

Executed in duplicate on the dates set forth below for [Sylvester Antolak Pad].

Authority

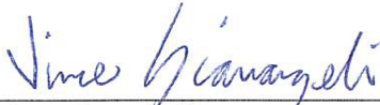
Operator

By: 
J. P. Dutton
Belmont County Commissioner

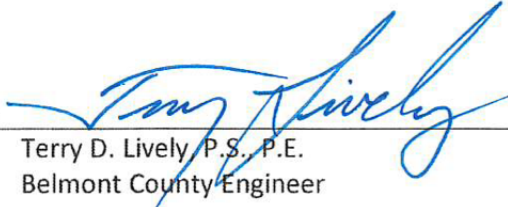
By: 

By: 
Jerry Echemann
Belmont County Commissioner

Printed name: Kyle Noyes

By: 
Vince Gianangeli
Belmont County Commissioner

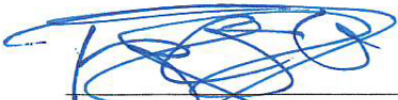
Company Name: Grenadier Energy III, LLC

By: 
Terry D. Lively, P.S., P.E.
Belmont County Engineer

Title: President

Dated: 8/12/26

Dated: 7/8/2026


Approved as to Form:
T.J. Schultz
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PATTERSON POPE PROPOSAL AND TERMS AND CONDITIONS FOR THE BELMONT COUNTY RECORDS CENTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the Patterson Pope proposal and terms and conditions for the Belmont County Records Center and Health Department building as follows:

- Records/Files/Media Relocation – Not to exceed amount of \$169,970.00

Note: This is a Sourcewell Contract #110923-SPC.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF

**SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF
JOB & FAMILY SERVICES AND KENDALL BEHAVIORAL SOLUTIONS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions in the maximum amount of \$65,000.00, effective August 1, 2026 through June 30, 2027 to provide Behavioral Support and Crisis Services to assist Treatment Foster Families.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Behavioral Support and Crisis Services**

Whereas, this contract, entered into on this 12th day of August 2026, by and between the Belmont County Department of Job and Family Services (hereinafter “Agency”) and Kendall Behavioral Solutions (hereinafter “Contractor”), is for the purchase of the following services: crisis and ongoing behavior management services to assist Treatment Foster Families in the treatment of children placed in their homes as well as assisting in the transition of these youth into subsequent care settings.

I PURPOSE

The purpose of these services is to address the behavioral health needs of children placed in Treatment Foster Homes licensed by Belmont, Morgan, or Jefferson Counties with the goal of reducing reliance on congregate treatment settings by providing services and support to multi-need youth and their Treatment Foster Families.

II PARTIES

The parties to this agreement are as follows:

- Agency:**
The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
740-695-1075
- Contractor:**
Kendall Behavioral Solutions
805 Walnut Street
Martins Ferry, OH 43935
740-609-5072

III CONTRACT PERIOD

This contract and its terms are effective, August 1, 2026, to June 30, 2027.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving Treatment Foster care services in agency licensed foster homes in Belmont County, Morgan, and Jefferson Counties. Participants include licensed Treatment Foster Homes and the youth placed in these homes.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Services

Services by the Contractor under this contract include all those outlined in Article V include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Agency agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

Contractor will accept referrals from staff of Belmont, Morgan and Jefferson County for children placed in county licensed Treatment Foster homes. Services will include, but not necessarily limited to, behavior management, consultation, parent education, follow-up, and crisis services. Services may be provided in-person or virtually.

- Contractor responsibilities include: conducting educational and support groups, conducting assessments of children and youth in Treatment Foster homes, meeting with treatment foster parents, developing and implementing intervention plans, ongoing monitoring and revisions (if necessary) of plans, being available via phone or in person during crises, providing reports to staff of referring agencies, attend family team meetings, attend treatment team meetings, etc.
- Contractor agrees to provide Treatment Foster Homes and agency staff with an emergency contact number.
- Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled by applicable guidelines.
- Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
- Contractor shall meet all service requirements of this contract.
- Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

B. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

C. Agency Responsibilities

- Agencies will refer eligible families and children to the contractor.
- Agency will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

To achieve the outcome and purpose stated herein, performance of services under this contract must meet the following standards:
The Contractor will meet, either virtually or in person with foster families referred for services within 48 hours of the time of referral.

E. Performance Reporting

- Contractor will complete monthly billing and provide the Agency with an invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire month prior, from the 1st to the last day of that month.
- Agency agrees to compensate contractor a rate of \$50.00 per quarter hour for direct (in-person and telephone) services provided including direct services to the foster family, youth. Compensation for attending Family Team Meetings, treatment plan reviews when the foster family and/or child are participants and travel time to meet with treatment foster parents and youth placed in treatment foster homes will be reimbursed at a rate of \$75.00 per hour.
- Monthly invoices will include the Name of the Foster Family and child being served and the hours of service provided.

F. Evaluation and Monitoring

Agency shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Agency’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed \$65,000. All financial obligations of Agency under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Agency will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Agency will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Agency may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX DUPLICATE BILLING

Contractor warrants that claims made to Agency for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Agency the entire amount of payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month. If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Agency may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued. Agency, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Agency and shall be delivered to Agency when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Agency all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Agency, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Agency and its consumers concerning the confidentiality of its consumers. Contractor understands that access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Agency’s consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor’s performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Agency’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Agency will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Agency. Should a conflict of interest be discovered during the term of this contract, Agency may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS’s policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor’s employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

- XIX

RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Agency. Contractor will always have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Agency, the Belmont County Board of Commissioners and the BCDJFS.
- XX

ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Agency.
- XXI

SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Agency.
In the event Agency approves of a subcontract with all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivery of services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.
- XXII

INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties, and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.
Any modification or amendment to this contract shall be made in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.
- XXIII

TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Agency must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.
- XXIV

BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party’s rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.
- XXV

WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.
- XXVI

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Agency, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.
- XXVII

GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.
- XXVIII

SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.
- XXIX

NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.
During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.
- XXX

CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Agency, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.
- XXXI

PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Agency’s Ohio Works First customers.
- XXXII

DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- XXXIII

COPELAND “ANTI-KICKBACK” ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- XXXIV

DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.
- XXXV

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.
- XXXVI

PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Agency.

SIGNATURES

<i>Jeffery Felton /s/</i>	8/10/2026
Jeffery L. Felton, Director Belmont County Department of Job and Family Services	Date
<i>Kathleen Kendall /s/</i>	8/10/2026
Kendall Behavioral Solutions	Date
<i>Jerry Echemann /s/</i>	8/12/26
Jerry Echemann, Belmont County Commissioner	Date
<i>Vince Gianangeli /s/</i>	8/12/26
Vince Gianangeli, Belmont County Commissioner	Date
<i>J. P. Dutton /s/</i>	8/12/26
J.P. Dutton, Belmont County Commissioner	Date
<i>T.J. Schultz /s/</i>	8/13/26
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES BETWEEN THE STATE OF OHIO, DEPARTMENT OF YOUTH SERVICES AND THE OAKVIEW JUVENILE RESIDENTIAL CENTER

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to authorize Commission President Jerry Echemann to sign and enter into the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$2,981,634.00 for the period beginning July 1, 2026 to June 30, 2027.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXECUTING THE FEDERAL AVIATION ADMINISTRATION AIRPORT INFRASTRUCTURE GRANT AGREEMENT, GRANT NUMBER 3-39-0007-020-2026 FOR THE BARNESVILLE-BRADFIELD AIRPORT

Motion made by Mr. Gianangeli, seconded by Mr. Dutton, as the co-sponsor for the Belmont County Regional Airport Authority, to authorize the President of the Board of Belmont County Commissioners, Jerry Echemann, to execute the Federal Aviation Administration Airport Infrastructure Grant Agreement, Grant Number 3-39-0007-020-2026, in the maximum amount of \$3,316,552.00 for the Barnesville-Bradfield Airport.

Note: These funds will be used to shift the taxiway.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXECUTING THE FEDERAL AVIATION ADMINISTRATION AIRPORT INFRASTRUCTURE GRANT AGREEMENT, GRANT NUMBER 3-39-0007-021-2026 FOR THE BARNESVILLE-BRADFIELD AIRPORT

Motion, made by Mr. Gianangeli, seconded by Mr. Dutton as the co-sponsor for the Belmont County Regional Airport Authority, to authorize the President of the Board of Belmont County Commissioners, Jerry Echemann, to execute the Federal Aviation Administration Airport Infrastructure Grant Agreement, Grant Number 3-39-0007-021-2026, in the maximum amount of \$443,000.00 for the Barnesville-Bradfield Airport.

Note: These funds will be used to reconstruct access road and rehabilitate apron.

Upon roll call the vote was as follows:

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

Discussion-

Patterson Pope quote-Laura Ellis, Records Manager, said Patterson Pope designed the storage system at the new building. There are over 10,000 boxes and over 6,000 books to be moved. They need to be moved in a certain order. It is a very large task and will take about 5-6 weeks to move. Ms. Ellis said her department follows the Sunshine Law. Every office has a retention schedule to follow. Some records can be disposed of and some are permanent. Mr. Dutton said at one time the records were not all under one roof. He noted the current facility is not in good condition. Mr. Dutton said Ms. Ellis has done a great job since she has worked for the county.

Regional Airport grants-Greg Batts, Airport Board President, said the airport infrastructure is aging and they have been making improvements. Construction on the runway is scheduled for next spring. The total project cost is \$3.7 million, which is all grant funded.

Kendall Behavioral Solutions agreement-Jack Regis, Jr., Belmont County Department of Job & Family Services Fiscal Administrator, said Belmont County was the pilot county for this agreement two years ago and the program continued. The hope is to recruit foster families for children with higher needs.

OPEN PUBLIC FORUM-Larry Alexander voiced his concern about a house in Lafferty that he feels should be condemned. One of his family members lives next door. He said if there is a bad storm tree limbs will fall onto his family member’s house and someone could be killed. Mr. Alexander said the taxes have not been paid for several years. Mr. Dutton said the county cannot go on private property to take care of the tree nor can they spend public funds for private property. He said the property could end up in the Land Bank’s possession, but that is a lengthy process. Frank Shaffer, Pultney Township Trustee, said there are 100’s of house like that in the county and the townships don’t have the money to take care of them. Mr. Gianangeli said the township may have an enforcement officer who can send a letter requesting the property be cleaned up and a fine may be imposed. Mr. Dutton said he will contact the Union Township Trustees about the matter.

Jr. and Sr. Fair Board Update

Present: Amber Cawthorne, Jr. Fair Coordinator and Sr. Fair Board Member, Kaylin Burress, Champion in Me Director and Sr. Fair Board Member, Megan Blanchard, Belmont County 4-H Educator, Paisley Secrest, Jr. Fair Board Member, Brandie Elerick, Jr. Fair Board Member. The Jr. Fair Board currently has 35 members; ages range from 13-18. They put in a lot of work getting ready for the fair and during the fair. Ms. Burress gave an update on the inclusive initiatives for the 2026 Fair. They partnered with the Board of Developmental Disabilities on the initiatives. Ms. Burress said, “What we do is livestock shows for people with disabilities. Thet get the chance to show an animal at the Belmont County Fair, and that show happens on Saturday, September 12. They’re paired with a junior fair exhibitor and there is no age limit for participants.”

RECESS

Belmont Co. Dept. of Job and Family Services and Cindy Berry, Child Support Administrator

Re: Child Support Awareness Month Resolution

Present: Cindy Berry, Judge Davies, Rhonda Greenwood, Amber Boyd and JFS staff Virginia Noon, Rebecca Mitchell, Kathy Probst, Mary Carrol, Linda Taylor, Michelle Mobley, Corey Alexander, Larissa Ponzani and Jack Regis, Jr.. Ms. Berry said they work closely with the Commissioners, Courts, Prosecutor’s office and Sheriff’s Department. Ms. Berry said 1 in 5 children are involved in Ohio’s Support Program. \$10 -\$11 million is collected yearly in child support in Belmont County. Belmont County is 10 out of 88 Ohio counties for collection.

RECESS

**IN THE MATTER OF ADOPTING THE RESOLUTION
IN RECOGNITION OF CHILD SUPPORT AWARENESS MONTH**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the proclamation in recognition of Child Support Awareness Month.

***PROCLAMATION
CHILD SUPPORT AWARENESS MONTH***

WHEREAS, Ohio promotes Child Support Awareness Month by recognizing the dedicated parents, families, child support professionals and their partners that care about our children and are committed to their well-being; and
WHEREAS, all children deserve a chance to thrive in life. The Ohio Child Support Enforcement Agency aims to promote economic stability which is essential to the children’s lifelong social well-being; and
WHEREAS, Belmont County Child Support Enforcement Agency collects over ten million dollars in support payment per year.
WHEREAS, child support helps lift families out of poverty, promotes parental responsibility, strengthens families and communities across our county and beyond; and
WHEREAS, Belmont County serves, on average, 3,610 children. We believe “Support Is Key” for these children to grow up having all the advantages of any other child, this begins with consistent and adequate financial support.
NOW, THEREFORE, the Board of Belmont County Commissioners hereby recognizes August 2026 as **CHILD SUPPORT AWARENESS MONTH**
Adopted on this 12th day of August 2026

BELMONT COUNTY COMMISSIONERS
Jerry Echemann /s/
Commissioner
Vince Gianangeli /s/
Commissioner
J. P. Dutton /s/
Commissioner

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:41 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 employment and compensation.
Upon roll call the vote was as follows:

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

Commissioner Echemann left executive session at 12:16 p.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:26 P.M.

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to exit executive session at 12:26 p.m.
Upon roll call the vote was as follows:

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

Mr. Gianangeli said there are seven motions to be considered as a result of executive session.

**IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF
EMA DIRECTOR FROM PAY GRADE 8 TO PAY GRADE 11**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the pay scale move of EMA Director, from Pay Grade 8 to Pay Grade 11, effective August 9, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF
DAVE IVAN, FULL-TIME EMA DIRECTOR, FROM PAY GRADE 8
MAX STEP TO PAY GRADE 11 STEP 3**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the pay scale move of Dave Ivan, full-time EMA Director, from Pay Grade 8 Max Step to Pay Grade 11 step 3, effective August 9, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF
HEAD DOG WARDEN FROM PAY GRADE 8 TO PAY GRADE 11**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the pay scale move of Head Dog Warden, from Pay Grade 8 to Pay Grade 11, effective August 9, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF
LISA DUVAL, FULL-TIME HEAD DOG WARDEN FROM PAY GRADE 8
MAX STEP TO PAY GRADE 11 STEP 3**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the pay scale move of Lisa Duvall, full-time Head Dog Warden, from Pay Grade 8 Max Step to Pay Grade 11 Step 3, effective August 9, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF
HUMAN RESOURCE MANAGER FROM PAY GRADE 12 TO PAY GRADE 13**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the pay scale move of Human Resource Manager from Pay Grade 12 to Pay Grade 13, effective August 9, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF
HANNAH WARRINGTON, FULL-TIME HUMAN RESOURCES MANAGER,
FROM PAY GRADE 12 STEP 2 TO PAY GRADE 13 STEP 1**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the pay scale move of Hannah Warrington, full-time Human Resources Manager from Pay Grade 12 Step 2 to Pay Grade 13 Step 1, effective August 9, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
JACK KOONTZ, SUMMER EMPLOYEE/WATER & SEWER DISTRICT**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to accept the resignation of Jack Koontz, temporary summer employee at Belmont County Water and Sewer District, effective August 18, 2026.

Upon roll call the vote was as follows:

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

Mr. Gianangeli said the meeting will be held in recess due to the road view.

Reconvened Monday, August 17, 2026 at 10:13 a.m. with Commissioners Echemann, Gianangeli and Dutton present.

**IN THE MATTER OF THE VACATION OF
UNNAMED ALLEY IN STAHL AND
CRYMBLE’S SUBDIVISION
PEASE TWP. SEC. 4, T-6, R-3/RD IMP 1199**

Office of County Commissioners
Belmont County, Ohio
Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 12th day of August, 2026, at the office of the Commissioners with the following members present:

Mr. Echemann
Mr. Gianangeli
Mr. Dutton

Mr. Echemann moved the adoption of the following:

RESOLUTION

WHEREAS, On the 12th day of August, 2026, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **19th** day of **August, 2026** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Gianangeli seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

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

Adopted August 12, 2026

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

1. *"Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."*
2. *Strike out the clause from "and feet," if a road is not to be located or established*

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:14 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 10:14 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 19th day of August 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