

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, Commissioners, Bonnie Zuzak, Clerk of the Board and Jaclynn Smolenak, Assistant Clerk.

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

**ANNOUNCEMENTS**-Mr. Dutton made the following announcements;  
The Belmont County Oil and Gas Expo has been cancelled this year due to the COVID-19 pandemic and will not be rescheduled.

The notifications for the 2020 Census have been sent in the mail and everyone needs to participate.

**BUDGET ISSUE DISCUSSION**-Present: Auditor Anthony Rocchio  
Mr. Rocchio discussed possible financial issues that may occur due to the COVID-19 pandemic. His office will be sending out a letter in May to all departments explaining a lot of government funds will be down from the previous year. Casino monies will eventually be zero and sales taxes will be down. He said the state is estimating a 20% budget cut for 2020. Mr. Rocchio said he expects local government funds to be affected, townships and municipalities rely on these funds. "Prepare for the worse case scenario and hope for the best," said Mr. Rocchio. He said it will awhile before he has a good idea of how much the losses are. Mr. Dutton noted the sales tax is a big part of what funds the General Fund for the county. He said people need to be very mindful of how they are operating their budget between now and the end of the year.

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

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

**IN THE TOTAL AMOUNT OF \$6,225,822.33**

Upon roll call the vote was as follows:

Mr. Dutton            Yes  
Mr. Echemann        Yes  
Mr. Meyer             Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A08.000 Food	\$30,000.00

Upon roll call the vote was as follows:

Mr. Dutton        Yes  
Mr. Meyer         Yes  
Mr. Echemann    Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the April 8, 2020 meeting:

**A00 GENERAL FUND**

E-0051-A001-A51.000	Oil and Gas	\$144,552.78
E-0057-A006-F06.011	Veterinary Services	\$1,986.07

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

E-2510-H000-H05.000	Public Assistance	\$64,122.00
---------------------	-------------------	-------------

**O50 NOTE RET-2014 WATER SYSTEM IMPROV**

E-9250-O050-O01.050	Principal Payment	\$2,230,000.00
E-9250-O050-O03.000	Issuance Fees	\$10,882.40

**O53 NOTE RET-SSD #2 FORCE MAIN**

E-9253-O053-O01.050	Principal Payment	\$662,000.00
E-9253-O053-O02.051	Interest Payment	\$16,458.06

**S56 PROBATION SERVICES GRANT**

E-1546-S056-S04.001	Salaries	\$37,500.00
---------------------	----------	-------------

**Y41 INDIGENT APPLICATION FEES**

E-9841-Y041-Y01.000	Remit to State	\$416.18
E-9841-Y041-Y02.000	Remit to County	\$1,664.72

**SHERIFF/VARIOUS FUNDS**

E-0131-A006-A09.000	Medical	\$248.11
E-0131-A006-A10.000	Transport	\$200.00
E-0131-A006-A21.000	Towing	\$295.00
E-0131-A006-A23.000	Background	\$377.00
E-0131-A006-A24.000	E-SORN	\$185.00
E-0131-A006-A26.000	K-9	\$100.00
E-0131-A006-A32.000	Warrant Fee	\$980.00
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$2,203.41
E-5101-S001-S06.000	CCW License	\$1,614.00
E-5101-S001-S07.012	CCW Equipment	\$970.00
E-9710-U010-U06.000	Reserve	\$611.00

Upon roll call the vote was as follows:

Mr. Dutton        Yes  
Mr. Echemann    Yes  
Mr. Meyer         Yes

**IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.

April 8, 2020

**GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,986.07** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet bills on 03-24-2020.

**OIL & GAS RECEIPTS FEBRUARY AND MARCH/GENERAL FUND-\$144,552.78** deposited into R-0050-A000-A02.500 on dates below:

02/27/2020	\$146.95
02/27/2020	\$546.20
03/02/2020	\$457.37
03/05/2020	\$1,409.41
03/05/2020	\$2,609.29
03/09/2020	\$80.28
03/19/2020	\$33.21
03/19/2020	\$468.45
03/24/2020	\$427.25
03/30/2020	\$138,374.57

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated April 8, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 25, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said the minutes are on their website for viewing.

**IN THE MATTER OF ACCEPTING THE BELMONT COUNTY PREVENTION, RETENTION AND CONTINGENCY (PRC) PLAN, REVISED AND EFFECTIVE APRIL 8, 2020/DJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept and sign the Belmont County Prevention, Retention and Contingency (PRC) Plan, revised and effective April 8, 2020, as submitted by the Belmont County Department of Job and Family Services in coordination with the Belmont County Family Services Planning Committee per ORC 329.06.

*Note: The state has released some funding for counties to operate special PRC programs to help families in need during the COVID-19 pandemic.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said kudos go out to Job and Family Services for revising this plan, they have been spending a lot of time working with their counterparts in Columbus. He explained the state has released additional funding to be utilized to cover COVID-19. The funding will be utilized either until the funding no longer exists or the pandemic ends and there is no need to distribute those funds for those to those eligible and are struggling at this time.

**IN THE MATTER OF APPROVING THE NOTICE OF AWARD, CONTRACT AND NOTICE TO PROCEED FOR VILLAGE OF POWHATAN POINT: GERMAN HILL ROAD STREET IMPROVEMENT PROJECT/CDBG BLOCK GRANT PROJECT/BELOMAR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Notice of Award, Contract and Notice to Proceed for the Village of Powhatan Point: German Hill Road Street Improvement project, a Community Development Block Grant (CDBG) Project, to the low bidder Ohio-West Virginia Excavating Company, in the amount of \$194,616,35, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

**NOTICE OF AWARD**

To: Ohio West Virginia Excavating Co.  
PO Box 128  
Powhatan Point, OH 43942

PROJECT Description: Village of Powhatan Point: German Hill Road Street Improvements in Belmont County, Ohio.

The OWNER has considered the BID submitted by you on March 18, 2020 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$194,616.35.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 8th day of April, 2020.

Owner Belmont County Commissioners  
By: J. P. Dutton /s/  
Name: J.P. Dutton  
Title: President

April 8, 2020

**CONTRACT**

THIS AGREEMENT made this 8th day of April, 2020, by and between Ohio West Virginia Excavating Co. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.**

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Village of Powhatan Point: German Hill Road Street Improvements<sup>2</sup>, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated 3/10/20, and \_\_\_\_\_ dated all as prepared by CT Consultants acting and in these Contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Hundred Ninety Four Thousand, Six Hundred Sixteen dollars and Thirty-Five Cents \*\*\*\*\* (Dollars) subject to additions and deductions as provided in Section 109 hereof.

<sup>1</sup>Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of ; an individual trading as \_\_\_\_\_.

<sup>2</sup>Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc. **ARTICLE 3. Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR: <u>Ohio West Virginia Excavating Co.</u> <u>W. Roger Lewis /s/</u> Signature <u>W. Roger Lewis</u> Typed/printed name <u>President</u> Title	OWNER: <u>Belmont County Commissioners</u> <u>J. P. Dutton /s/</u> Signature <u>J. P. Dutton</u> Typed/Printed name <u>President</u> Title
--	--

**NOTICE TO PROCEED**

To: Ohio West Virginia Excavating Co.  
PO Box 128  
Powhatan Point, OH 43942

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work on German Hill Road in the Village of Powhatan Point, located in Belmont County, OH.

You are hereby notified to commence WORK in accordance with the Agreement dated April 8, 2020 on or before April 18, 2020. The date of completion of all WORK is July 31, 2020.

Owner	<u>Belmont County Commissioners</u> By: <u>J. P. Dutton /s/</u> Name: <u>J.P. Dutton</u> Title: <u>President</u>
-------	---

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH GULFPORT APPALACHIA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Gulfport Appalachia, LLC, effective April 8, 2020, in the amount of \$5,750 per net leasehold acre for 1.69798 acres located in Wayne Township, for a five-year term, 20% royalty. Total Payment Amount: \$9,658.84.

**PAID-UP  
OIL & GAS LEASE**

Lease No. \_\_\_\_\_

This Lease made this 8th day of April, 2020, by and between: **The Belmont County Board of Commissioners, by J. P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **GULFPORT APPALACHIA, LLC** ("Gulfport"), a Delaware limited liability company, with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134, 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.

April 8, 2020

DESCRIPTION. The Leasehold is located in the Townships of Wayne, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

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

and described for the purposes of this agreement as containing a total of **1.679798** Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. **April 8th, 2020** (effective date) to 11:59 P.M. **April 8th, 2025** (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

April 8, 2020

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 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:  
The Belmont County Board of Commissioners  
J. P. Dutton /s/  
By: J. P. Dutton, President  
Jerry Echemann /s/  
By: Jerry Echemann, Vice-President  
Josh Meyer /s/  
By: Josh Meyer, Commissioner

LESSEE:  
\_\_\_\_\_  
By:

#### EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated April 8, 2020, by and between **The Belmont County Board of Commissioners, by J. P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner**, as Lessor(s), and **GULFPORT APPALACHIA, LLC** ("Gulfport"), a Delaware limited liability company, with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134, as Lessee ("Lease"), to wit:

In the event of a conflict between the terms of this Exhibit "A" and the terms of the printed form to which it is attached, the terms of this Exhibit "A" shall control.

1. **Compliance.** Lessee's operations under said land shall comply with all applicable federal and state regulations.
2. **No Surface Rights.** Notwithstanding any language to the contrary contained in the Lease or this Exhibit "A", Lessor does not grant and Lessee does not acquire any surface rights. Lessee shall not conduct any Surface Operations on, or use the surface of, the Leasehold except where and as agreed to in a separate, written agreement signed by the parties. Surface Operations shall include by way of example and not of limitation any use of the Leasehold for a well site, staging area, surface or subsurface waterlines, surface or subsurface pipelines, roads, water impoundments, telephone, electric power lines, structures, machinery, gates, meters, regulators, tools, appliances, materials and other equipment, or as a site for equipment, tanks, tank batteries, separators, compressors, dehydrators, gas treatment facilities, processing facilities, or other facilities. The parties agree that no language in the Lease or attached Exhibit "A" shall give the Lessee any right to conduct surface activities on the Leasehold.
3. **No Storage Rights.** Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described Leasehold shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the Leasehold with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.
4. **Disposal Wells.** Lessee is not granted any right whatsoever to use the Leasehold, or any portion thereof, for construction and/ or operation of any disposal well, injection well, or the construction and/ or operation of water disposal facilities. The right to dispose of or inject any waste products, including, but not limited to, waste water and/or brine on or below the Leasehold is specifically excluded from this Lease.
5. **Oil and Gas Only.** This Lease shall cover only oil and gas, casinghead gas, casinghead gasoline and other gases and their respective constituent vapors, liquid or gaseous hydrocarbons (but no coalbed methane) that may be produced in association therewith through the well bore. All other minerals including, but not limited to, lignite, coal, uranium, other fissionable material, geothermal energy, sulphur, gravel, rock, stone, copper and metallic ores are not included in this Lease.
6. **Formations Granted.** Lessor reserves all oil, gas and other mineral rights from the surface to the top of the Queenston Shales, other than such rights allowed to Lessee to drill through such reserved portions as are necessary for Lessee to have access to the Queenston Shales and below. This Lease shall only cover formations below the Queenston Shales, including but not limited to the Utica and Point Pleasant formations.
7. **Leasehold Identification.** Notwithstanding any other provision in the Lease, including that provision being what is commonly known in lease terminology as a "Mother Hubbard Clause," it is understood and agreed that the Lease is valid only as to the specific parcels

described and identified in the Lease. This Lease does not include any parcels adjacent or contiguous to the land described in the Lease which are not specifically described in the Lease. Lessor and Lessee agree that the Lease covers only 1.115941 acres in Cross Creek Township, Jefferson County, Ohio, which are specifically described in this Lease.

8. **Lease Term.** This Lease shall continue beyond the primary term only for as long as oil, gas or other liquid hydrocarbons are produced in paying quantities from the Leasehold (or lands pooled or unitized therewith) or Lessee is conducting Operations in search of oil and gas under the Leasehold with no cessation of more than ninety (90) consecutive days. If there is a dispute concerning the extension of the Lease beyond the primary term, payments to the Lessor shall not be conclusive evidence that the Lease has extended beyond the primary term.
9. **Operations.** "Operations" shall mean only (a) the production of oil, gas or other liquid hydrocarbons in paying quantities subsequent to drilling or (b) the actual drilling, completing, stimulating, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, conducted in good faith and with due diligence. Operations in search of oil, gas and their constituents shall be deemed to commence when the top hole is spud, i.e., the drill bit has hit the ground.
10. **Gross Royalty.** The Lessee covenants and agrees to pay the Lessor, for all oil, gas, associated hydrocarbons, and marketable by-products produced from the Leasehold, a royalty equal to TWENTY percent (20.0%) of the gross proceeds received by Lessee in an arms-length transaction with an unaffiliated bona fide purchaser for such oil, gas, associated hydrocarbons, and marketable by-products produced from the Leasehold. It is the intent of the parties hereto that the royalty to be paid is based on the gross proceeds paid to Lessee by an independent third party. If the sale is to an Affiliate of Lessee, the price upon which royalties are based shall be the higher of: (1) the price received by Lessee, or (2) the price that could be obtained in an arms-length transaction with an unaffiliated third party (considering the volume available, quality, location and length of term of the proposed sale) and without any deductions or expenses. For purposes of this Lease, "gross proceeds" means the total consideration paid to Lessee for oil, gas, associated hydrocarbons, and marketable by-products produced from the Leasehold free and clear of all costs and expenses.  
All royalties that may become due hereunder shall commence to be paid on the first well completed on the Leasehold within one hundred-twenty (120) days after the first day of the month following the month during which any well is completed and commences production into a pipeline or oil into transport for sale of such production. On each subsequent well, royalty payments must commence within one hundred-twenty (120) days after the first day of the month following the month during which any well is completed and commences production into a pipeline for sale or oil into transport of such production. Thereafter, all royalties on oil shall be paid to Lessor on or before the last day of the second month following the month of production, and all royalties on gas shall be paid to Lessor on or before the last day of the third month following the month of production. Royalties not paid when due shall bear interest at the prime rate as published by the Wall Street Journal as of the date payment is first due, plus two and a half percent (2.5%) per annum.  
For the purposes of this Lease an "Affiliate of Lessee" is any corporation, firm or other entity in which Lessee, or any parent company, subsidiary or affiliate of Lessee, owns an interest of more than twenty-five percent (25%) whether by stock ownership or otherwise, or over which Lessee or any parent company or Affiliate of Lessee exercises any degree of control, directly or indirectly; and any corporation, firm or other entity which owns an interest of more than twenty-five percent (25%) in Lessee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Lessee. The term "control" as used in this paragraph shall mean possession, directly or indirectly, of at least twenty-five percent (25%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.
11. **Pugh Clause**
  - a) **Horizontal Pugh Clause:** As to any acreage of the Leasehold which is not included within any drilling or production unit at the expiration of the primary term, this Lease shall automatically terminate and be of no further force or effect as to such acreage.
  - b) **Vertical Pugh Clause:** At the end of the primary term, including any extension of the primary term, this Lease shall terminate as to all strata, depths and horizons under each drilling or production unit below two hundred (200) feet below the stratigraphic equivalent of the base (bottom) of the deepest formation from which production of oil or gas in paying quantities is being maintained (or, in the case of a shut-in gas well, can be maintained).
12. **Limitation of Forfeiture.** In the event Lessor considers that Lessee has breached this Lease or that Lessee has not complied with its obligations hereunder, both express and implied, including the non-payment of royalty or rent, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee is in default or Lessee has breached this Lease. Lessee shall then have thirty (30) days after date of receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor, or to correct any default. The service of said notice shall be precedent to the bringing of any claim or action by Lessor on this Lease for any cause, and no such claim or action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches or the default shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. Upon breach or default by Lessee, Lessor shall be entitled to exercise any and all remedies available at law, in equity or otherwise, each such remedy being considered cumulative. No single exercise of any remedy set forth herein shall be deemed an election to forego any other remedy.
13. **Signing Bonus.** Lessee agrees to pay Lessor a signing bonus of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) for each net acre contained within the Leasehold. This signing bonus shall be paid under the terms set forth in the associated Order of Payment.
14. **Extension of the Primary Term** Lessee has the option to extend the primary term of this Lease for one (1) additional five (5) year period. This option may be exercised by Lessee by notifying Lessor in writing of Lessee's intent to exercise its option and simultaneously therewith paying to Lessor in full, prepaid at any time prior to termination of the primary term, a lease bonus for the 5-year renewal period equal to the Signing Bonus set forth herein.
15. **Taxes.** Lessor shall pay all Ad Valorem taxes on the property covered by this Lease, except to the extent of any increase in Ad Valorem taxes attributable solely to Lessee's operations under this Lease. Lessee shall pay all Ad Valorem taxes which are attributable solely to Lessee's operations under this Lease. In the event Ad Valorem taxes under the tax and assessment structure in effect on the signing of this Lease pertaining or attributable to the lands covered by this lease are increased by reason of Lessee's operations relating to the Leasehold, Lessee shall be solely responsible for paying the amount of such increase in taxes and shall reimburse Lessor for the amount of such increase within 30 days after receiving from Lessor written documentation supporting such increase. Despite anything to the contrary, Lessee shall be responsible for payment of all severance taxes associated with production of oil and gas under this Lease, but shall withhold from Lessor's royalty payments, the portion of severance taxes attributable to Lessor's royalty share if Lessee pays Lessor's share on Lessor's behalf. Lessee agrees to pay for any CAUV recoupment incurred by Lessor as a result of Lessee's operations under this Lease, but any such payment shall be based only upon the acreage actually disturbed by Lessee. Subsequent to the execution of this Lease, if there is a change in the Ohio tax code that provides for an increase in severance taxes or other taxes attributable to or resulting from oil and gas production from the Leasehold, Lessor and Lessee agree to abide by the law and pay their proportionate share accordingly.
16. **Delay in Marketing.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the "Delay in Marketing" paragraph contained in the Lease is hereby deleted. Any other references to Delay in Marketing that are contained in this Lease are also hereby deleted.
17. **Shut-In.** If all wells on the Leasehold capable of producing gas in paying quantities, are shut-in for any reason and gas is not sold or used off the Leasehold (which wells are herein sometimes called a "shut-in" gas well), for longer than sixty (60) consecutive days, Lessee shall pay or tender to Lessor, as shut-in gas well royalty, a yearly sum (payable quarterly or at the end of the shut-in period, whichever first occurs) equal to Fifty Dollars (\$50.00) per net mineral acre until such time as production is reestablished (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. The first such payment of shut-in gas well royalty is to be made on or before thirty (30) days after the end of the above referenced sixty (60) day period. Succeeding payments may be made annually thereafter on or before the anniversary of the due date of such payment. Notwithstanding the making of such shut-in gas well royalty payments, Lessee shall be and remain under the continuing obligation to (a) use all reasonable efforts to find a market for said gas and to commence or resume marketing same when a market is available, (b) reasonably develop the lands then subject to this Lease, and (c) drill all such wells on the lands then subject to this Lease as may be reasonably necessary to protect same from drainage

by wells on adjoining or adjacent lands. It is understood and agreed that this Lease may not be maintained in force for an continuous period of time longer than forty-eight (48) consecutive months, or sixty (60) cumulative months after the expirations of the primary term hereof solely by the provision of the shut-in royalty clause.

18. **No Title Warranty.** This Lease is made without warranty of title express, implied or statutory. Lessor makes no representations as to its right, title or interest in the Leasehold, and does not warrant title or agree to defend title to the Leasehold. It shall be Lessee's burden and obligation to assure itself of the quality of title to the Leasehold. All payments made to Lessor under this Lease are non-refundable.
19. **Liens Against Lessee.** In the event any lien or encumbrance (except and not including any lien or encumbrance in the nature of a security interest conveyed by Lessee for purposes of financing operations on the Leasehold) is filed against the Leasehold out of or pertaining to the operations by Lessee, Lessee shall within forty-five (45) calendar days following the date such lien or encumbrance is recorded cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.
20. **Pooling and Unitization.** Lessee shall have the right to pool, unitize, or combine all or part of the Leasehold with any other contiguous leased lands prior to drilling. The Leasehold shall not be pooled or unitized in a drilling or production unit which shall exceed eighty (80) acres for a vertical well. The Leasehold shall not be pooled or unitized in a drilling or production unit which shall exceed six hundred forty (640) acres for a horizontal well unless the wellbore extends beyond 6,000 feet in horizontal length in the unit in which case the unit shall not exceed twelve hundred and eighty (1280) acres. Lessee shall furnish to Lessor a copy of the declaration of the unit of which any portion of the Leasehold shall be a part, including a copy of all plats, maps, and exhibits to such application or declaration.
21. **Implied Covenants.** No language included in this Lease shall have the effect of negating any implied covenant recognized under applicable law and all implied covenants recognized under applicable law shall be included in this Lease.
22. **Arbitration.** The paragraph entitled "Arbitration" and any reference to arbitration contained in this Lease shall be deleted in their entirety. In the event of a disagreement between Lessor and Lessee concerning this Lease or any related document, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall only be determined by arbitration if both parties agree to arbitrate in writing at the time the dispute arises, otherwise the dispute shall be determined by the court of common pleas in the county in which the Leasehold is located. No language included in this Lease shall have the effect of requiring the parties to resolve any disputes by arbitration. This Lease and all related documents shall be governed by and construed in accordance with the laws of the State of Ohio.
23. **Release of Lease.** Upon expiration, surrender or other termination of this Lease as to any portion of the Leasehold, Lessee shall deliver to Lessor, within sixty (60) days after the date of termination, surrender or expiration, a release or other written cancellation of this Lease in recordable form. In the case of a partial release, Lessee shall deliver a plat showing the specific acreage being released and a partial release containing a description of the acreage and depths being released, in form suitable for recording.
24. **Assignment.** The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any horizon, subject to the written consent of the Lessor which shall not be unreasonably withheld. Provided, however, that consent from the Lessor shall not be required in the event of an assignment by Lessee: to an affiliate, subsidiary, or internal partner, joint venture partners or in consequence of a merger or amalgamation. Lessee shall notify Lessor of such assignment and furnish Lessor a true copy of any assignment. All of the covenants, obligations, and considerations of this Lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No assignment by Lessee (or any assignee of Lessee) of all or any part of or interest in this Lease shall relieve Lessee (or any assignee of Lessee) of any liability for breach of any covenant, warranty or other obligation of Lessee hereunder, whether theretofore or thereafter accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such assignee were an original party to this Lease. If the Lessor or any of the Lessor's successors or assigns requests a full executed copy of the Lease from the Lessee, or its successors or assigns, then such copy (including Exhibit "A") shall be provided to such party so requesting within thirty (30) days of the request being made.
25. **Force Majeure.** Should Lessee be prevented from complying with any express or implied covenant of this Lease (except payment of money), or from conducting drilling or reworking operations or producing oil and gas by reason of force majeure including fire, flood, natural disasters, war, sabotage, rebellion, insurrection, riot, or other Acts of God, or as the result of any federal or state law, order, rule or regulation of governmental authority, Lessee shall provide notice to Lessor of the nature of the Force Majeure, indicate the expected length of delay, and work diligently to remove or resolve the force majeure event. In no event shall this Lease be held in effect due to the terms contained in the force majeure clause for any continuous period of time longer than ninety-six (96) cumulative months after the expiration of the primary term.
26. **Audit Rights.** Lessee grants to Lessor or Lessor's designee the right at Lessor's expense, to examine, audit, copy or inspect books, records, and accounts of Lessee pertinent to the audit purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due to Lessor under the terms of this Lease. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee at the sole cost and expense of Lessor. Lessor shall not have the right to audit more than once every twelve (12) month period. However, if the amount of exceptions or deficiencies in royalty payments revealed by the audit equal or exceed 125% of the cost and expense of the audit, then the Lessee shall bear the cost and expense of the audit and all monies due as a result of the audit findings (audit exceptions, costs, and expenses) shall be payable within ninety (90) days of the final determination of the amounts due. Upon Lessor's written request (which request shall not be made more than two (2) times in any calendar year), Lessee shall provide to the Lessor information relevant to the production, use, transfer, disposal and sale of oil and gas from wells on the Leasehold or lands pooled or unitized therewith. Such production information shall be strictly confidential and Lessor agrees to not provide any such information to any party without prior written consent of Lessee.
27. **Indemnity.** Lessee agrees to defend, indemnify and hold harmless Lessor and Lessor's heirs, successors, representatives, agents and assigns ("Indemnitees"), from and against any and all claims, demands and causes of action for injury (including death) or damage to persons or property or fines or penalties, or environmental matters arising out of, incidental to or resulting from the operations of or for Lessee or Lessee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Indemnitees by reason of any such claim or claims, including reasonable attorneys' fees; and each assignee of this Lease, or an interest therein, agrees to indemnify and hold harmless Indemnitees in the same manner provided above. Such indemnity shall apply only to any claim arising out of operations conducted under or pursuant to this Lease, however caused and whether based upon negligence, contract, statute, strict liability or other grounds or reasons, provided, however, such indemnity shall not apply to claims arising out of the negligence of Lessor, Lessor's guests or invitees not arising out of, incidental to, or resulting from, the operations of or for Lessee. The terms hereof shall survive the expiration or surrender of this Lease.
28. **Hazardous Materials.** Lessee's use of any substances which are defined as a "hazardous material" or "toxic substance" or "solid waste" in applicable federal, state or local laws, statutes or ordinances shall comply with all applicable laws and regulations. Should any pollutant, hazardous material, toxic substance, contaminated waste or solid waste be released on the Leasehold, for any reason, in any quantity, Lessee shall notify all appropriate governmental entities of such an event, and then immediately thereafter notify the Lessor, and shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the release, including but not limited to penalties.
29. **Water Quality Testing.** Prior to commencing drilling operations, Lessee, at its sole cost and expense, shall test the water quality of Lessor's water source(s) located within two thousand feet (2,000') of Lessee's well pad that are identified by Lessor as currently utilized for human and/or domestic livestock consumption. Lessor's water sources being tested must have functioning pumps installed. Samples from Lessor's water source(s), covered by this agreement, will be analyzed for Lessee's standard baseline parameter list of general water quality indicators including methane levels. Testing of Lessor's water supply shall be conducted by an independent testing laboratory, selected by Lessee, having state and/or National Environmental Laboratory Accreditation Program (NELAP) accreditations. In the event Lessor claims that Lessee's drilling operations have adversely and materially affected Lessor's water source(s), Lessee shall again test Lessor's water source(s) to ensure that said water supply is not or has not been adversely and



materially affected by Lessee's drilling operations, including changes in flow or quality, color, smell or taste. Lessor shall be notified prior to any water sampling events, and Lessor or its agents or representatives shall have the right to be present during such events. The results of these tests will be provided to Lessor within 30 days of Lessee's receipt of the final results from the independent testing laboratory unless otherwise required by state or regulatory agency. Only non-invasive means of testing shall be used; Lessee shall not be required to pull pumps, move windmills, etc.

In the event the water quality of such water source(s) is reduced and/or materially and adversely altered or polluted primarily as a result of Lessee's operations, Lessee shall take any and all reasonable steps to restore the water supply to its condition prior to Lessee's operations. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor's use of the damaged water supply prior to Lessee's operation and shall comply with all applicable regulations of the State of Ohio and the Federal government. Lessee shall not be responsible for diminished water quality of Lessor's water source(s) due to causes out of Lessee's control, including but not limited to seasonal variability and drought conditions.

30. **Water Quantity Testing.** In addition to the water quality testing outlined, Lessee shall conduct water quantity testing of Lessor's registered water wells located within two thousand Feet (2,000') of Lessee's well pad that are identified by Lessor as currently utilized for human and/or domestic livestock consumption. Lessor hereby acknowledges that invasive water quantity testing is accompanied with inherent risk, not all of which can be prevented, mitigated, or rectified by Lessee. Lessee shall not be liable for normal use of a water source including, but not limited to the wear and tear of mechanical components and tubing.

Such testing shall be conducted prior to the commencement of drilling operations on the Leasehold. In the event Lessor claims that Lessee's drilling operations have adversely and materially diminished the quantity of said water source(s), Lessee shall again test Lessor's water source(s) to ensure that the quantity of said water wells has not or has not been adversely and materially diminished by Lessee's drilling operations. Lessee shall bear sole responsibility for any and all costs associated with water quantity testing conducted by Lessee. The results of these tests will be provided to Lessor within 30 days of Lessee's receipt of the final results from the independent testing laboratory unless required otherwise by state or regulatory agency. Lessee shall not be responsible for diminished water quantity of Lessor's water source(s) due to causes out of the Lessee's control, including but not limited to seasonal variability and drought conditions..

All samples drawn in order to meet the requirements of this section shall be taken from an available cold water spigot nearest to the water well (prior to any home treatment system, whenever possible). Such water quantity testing shall utilize a timed bucket test to measure the flow rate of Lessor's water well at full open valve position (based on the current mechanical configuration of Lessor's water well) in addition to a water level measurement in Lessor's water well. Such water quantity testing shall be obtained only from readily accessible and safe water well locations, as deemed by Lessee. Lessor shall provide Lessee with information about Lessor's water well based, including but not limited to the completion of Lessee's Water Supply Survey and the registered Well Log records (completed at the time of installation of the water well) within 30 business days of receipt.

In the event water quantity measuring equipment cannot be retrieved from Lessor's well, Lessee shall undertake reasonable efforts to retrieve such equipment and shall be solely responsible for the costs associated with such efforts. Further, Lessee shall not be liable for potential future costs or liability of mechanical equipment in Lessor's well if, at the conclusion of water quantity testing, the equipment remains functioning at pre-testing conditions.

Should the quantity of Lessor's water well be reduced primarily as a result of Lessee's operations, as determined by a court or state agency having competent jurisdiction, Lessee shall take all reasonable and prudent steps to restore water quantity to its pre-existing condition as noted at the time of Lessee's pre-drill water quantity testing or compensate Lessor for the damage and inconvenience caused thereby.

In the event the water quantity of Lessor's water well is reduced as a result of Lessee's operations, as determined by a court or state agency having competent jurisdiction, Lessee shall take any and all reasonable steps to restore quarter quantity to its condition prior to Lessee's operations as noted at the time of Lessee's pre-drill water quantity testing or compensate Lessor for the damage and inconvenience caused thereby. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor's use of the damaged water supply prior to Lessee's operation and shall comply with all applicable regulations of the State of Ohio and the Federal government.

31. **Water Usage.** Lessee agrees not to use any water from Lessor's wells, ponds, springs, lakes, reservoirs or creeks located on the Leasehold without Lessor's written consent and agreement with Lessor, separate from this Lease. Lessee shall not drill or operate any water well, take water, or inject any substance into the subsurface, or otherwise use or affect water in subsurface water formations. In the event any of Lessee's operations under the Lease damage, disturb or injure any water sources on the Leasehold, Lessee shall correct any such damage, disturbance or injury at its sole expense.

**LESSOR:**

**The Belmont County Board of Commissioners**

J. P. Dutton /s/

By: J. P. Dutton, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

Josh Meyer /s/

By: Josh Meyer, Commissioner

APPROVED AS TO FORM:

David K. Liberati /s/ Assist. P.A.

PROSECUTING ATTORNEY

**EXHIBIT "B"**

This Exhibit "B" is attached to and made a part of that certain Oil and Gas Lease dated April 8, 2020, by and between **The Belmont County Board of Commissioners, by J. P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner**, of 101 West Main Street, St. Clairsville, OH 43950, as Lessor a and **GULFPORT APPALACHIA, LLC** ("Gulfport"), a Delaware limited liability company, with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134, as Lessee, and is made a part of said lease as if incorporated therein.

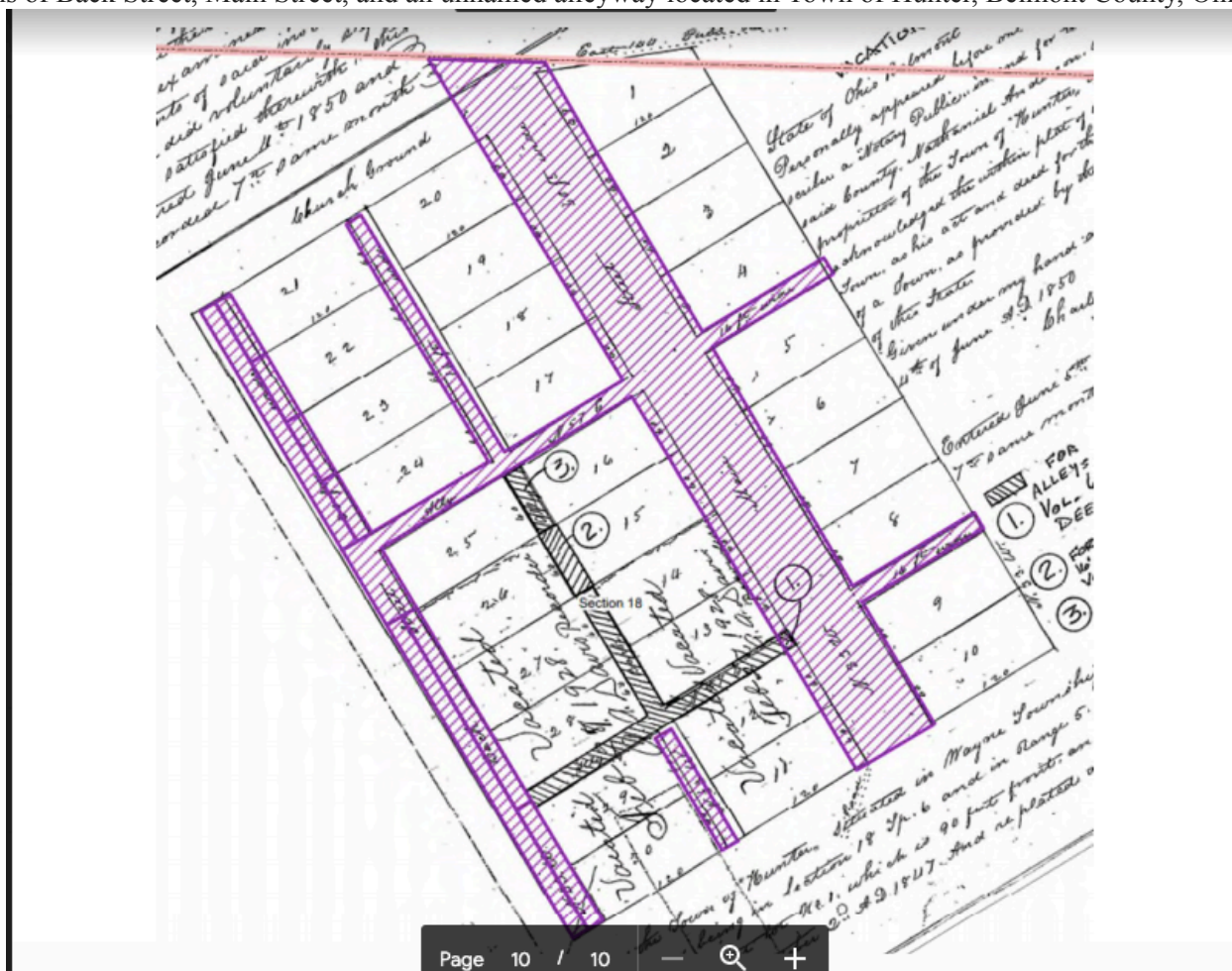
**Property Tax Parcel Identification Number: 355932 & 355933**

and is described as follows:

The Subject Lands were created by the filing of the plat on June 7, 1850, in Book 34 at Page 299. Said plat contains the Subject Lands, which are more particularly described therein as Main Street, Back Street and an unnamed alleyway therein. We note that said streets or roads appear to fall within the Town of Hunter.

Including lands described in that Plat dated June 4, 1850, recorded June 7, 1850 in Book 34 at Page 299, being the Plat of the Town of Hunter, Belmont County, Ohio, and described for the purposes of this agreement as containing a total of **1.679798** Leasehold acres

Township: 6; Range: 5; Section: 18; NW ¼: Tax Parcel No.: Unknown, assigned as Tracts 355932 & 355933 (Hunter Roads) and includes all portions of Back Street, Main Street, and an unnamed alleyway located in Town of Hunter, Belmont County, Ohio, Containing **1.679798**



acres.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE DATED DECEMBER 18, 2019 WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Amendment and Ratification of the Oil and Gas Lease dated December 18, 2019, with Ascent Resources-Utica, LLC, to add 0.017 acres to the net acreage which added \$97.75 to the payment to the county.  
*Note: Ascent Resources-Utica has already made this payment.*

**AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE**

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this “**Amendment**”), effective as of December 18, 2019 (the “**Effective Date**”), by and between **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950 (“**Lessor**”) and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 (“**Lessee**”) (the aforementioned parties being referred to herein as a “**Party**” and collectively as the “**Parties**”).

**RECITALS:**

WHEREAS, The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner, and Ascent Resources – Utica, LLC, an Oklahoma Limited Liability Company, entered into that certain Oil and Gas Lease dated December 18, 2019, and recorded in the lease book land records of Belmont County, Ohio, at Book 875 and Page 4242 on February 13, 2020, (the “**Oil and Gas Lease**”), covering the oil and gas interests in certain lands in the Townships of Richland, Wheeling, Union, Colerain, and Pease, County of Belmont, State of Ohio, as more particularly described therein; and

WHEREAS, Lessor and Lessee for their mutual benefit, desire to amend and modify the Oil and Gas Lease, as provided for herein, in order to facilitate the formation of drilling units upon the Leased Premises and other lands.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

**I. AMENDMENT TO THE OIL AND GAS LEASE**

a. Legal Description.  
 The full and complete legal description of the Leased Premises, as amended, is attached hereto as Exhibit “A.”

**II. MISCELLANEOUS**

a. Effect.  
 Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor’s right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to “this Lease” or “this Oil and Gas Lease” or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby.

b. Further Assurances.  
 At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

c. Counterparts.

April 8, 2020

This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

d. Entire Agreement.

This Amendment (including Exhibit "A" hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

e. Defined Terms.

Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the appropriate acknowledgment below, to be effective, however, as of the Effective Date.

**LESSOR:**

The Belmont County Board of Commissioners

By: J.P. Dutton /s/  
Name: J.P. Dutton, President

By: Jerry Echemann /s/  
Name: Jerry Echemann, Vice-President

By: Josh Meyer /s/  
Name: Josh Meyer, Commissioner

Upon roll call the vote was as follows:

**LESSEE:**

ASCENT RESOURCES – UTICA, LLC  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Name: Kade R. Smith  
Title: Attorney-in-Fact

Mr. Dutton                    Yes  
Mr. Echemann                Yes  
Mr. Meyer                     Yes

Mr. Dutton said the county is still entering into oil and gas leases. Those funds are outside of the General Fund and are used primarily for debt reduction.

**IN THE MATTER OF**  
**CHERRY WOOD DRIVE (PRIVATE ROAD)**  
**RICHLAND TWP., SEC. 22, T-6, R-3**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date April 8, 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Cherry Wood Drive (Private Road), Richland Township, Section 22, T-6, R-3 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
----\*\*\*----

To: Cindi Henry, F.O., Richland Township Trustees, P O Box 16, St. Clairsville, OH 43950.

You are hereby notified that the 22nd day of April, 2020, at 10:00 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Bonnie Zuzak /s/  
Clerk of the Board

• Mail by certified return receipt requested  
cc: Richland Township Trustees  
Belmont County Engineer

Upon roll call the vote was as follows:

Mr. Dutton                    Yes  
Mr. Echemann                Yes  
Mr. Meyer                     Yes

**IN THE APPROVING QUOTE FROM CARNEY & SLOAN, INC./JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Carney & Sloan, Inc. in the amount of \$4,889.00 to replace one (1) Salvajor Model No. 300-ADAPTER-ARSS-LD Disposer, Sink Assembly at the Belmont County Jail.

Upon roll call the vote was as follows:

Mr. Dutton                    Yes  
Mr. Echemann                Yes  
Mr. Meyer                     Yes

**IN THE MATTER OF ADOPTING THE PROCLAMATION**  
**DECLARING APRIL SEXUAL ASSAULT AWARENESS MONTH**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation declaring April Sexual Assault Awareness month.

**PROCLAMATION DECLARING APRIL**  
**SEXUAL ASSAULT AWARENESS MONTH**

WHEREAS, sexual assault affects women, men, and children of all social, racial, religious, ethnic, socioeconomic, and age groups. Taking many forms, sexual violence can include incest, child abuse, commercial sex trafficking, sexual harassment, stalking, and acquaintance, stranger, spousal, and gang rape, and over eighty percent of these crimes are committed by individuals known to the victim; and WHEREAS, along with the immediate physical and emotional costs of sexual assault, the victims can have such adverse consequences as post-traumatic stress disorder, substance abuse, major depression, homelessness, eating disorders, and suicide, proving that sexual assault survivors suffer from emotional scars long after the physical scars have healed; and WHEREAS, Sexual Assault Awareness Month calls attention to the fact that rape, sexual assault, and sexual harassment harm our community and impacts everyone; every 73 seconds in America someone is sexually assaulted, and every 9 minutes that victim is a child; and WHEREAS, child sexual abuse prevention must be a priority to confront the reality that 1 in 6 boys and 1 in 4 girls will experience a sexual assault before age 18; and WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 were 2.5 times more likely to be victims of rape or sexual assault; and WHEREAS, statistics show 1 in 5 women and 1 in 67 men will be raped at some point in their lives; and 1 in 3 women and 1 in 6 men will experience some form of sexual assault over lifetime; and WHEREAS, the estimated lifetime cost of rape victimization is \$3.1 trillion for all rape victims (including lost work, medical costs, criminal justice, and other related expenses); and WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

April 8, 2020

WHEREAS, we are calling on new partners and community members to help expand sexual assault prevention efforts and ensure that the next generation fosters attitudes that support and promote healthy relationships, equality for all people, and respect for self and others creating a safer environment for all.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners recognize April 2020 as Sexual Assault Awareness Month and urge all residents of Belmont County to take part in appropriate programs and activities in support of this special observance.

Adopted this 8th day of April, 2020.

**BELMONT COUNTY COMMISSIONERS**

J. P. Dutton /s/

Jerry Echemann /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Julianna Waller, Tri-County Help Center Sexual Assault Program Facilitator, joined the meeting via phone. Ms. Waller said they are working from home due to stay-at-home order. She said all victims of sexual assault and domestic violence can use any of their services for free. They provide counseling, court advocacy, hospital accompaniment and any other general support that they can. Ms. Waller said there is a decrease in demand due to COVID-19, there has been less court advocacy. They have been reaching out to survivors by phone and using social media to get the word out that they are still available to help.

**OPEN PUBLIC FORUM**-Richard Hord, of Martins Ferry, requested an update on the hiring of a director for Job & Family Services. Mr. Dutton said it's coming along well, but has been slowed due to COVID-19. Mr. Echemann said Mike Schlanz, DJFS Interim Director, has done such an outstanding job it has taken some of the heat off to get it filled quickly. Mr. Meyer said Mr. Schlanz and staff has done a great job. Mr. Hord also questioned if Senior Services has an Interim Director. Mr. Dutton said there is not an Interim Director at Senior Services, but there are senior managers who are stepping up. Mr. Echemann said having the centers closed has helped. Mr. Dutton said medical transportation is down considerably, they are only transporting for life sustaining type of activities. Meal deliveries have also continued.

Mr. Hord inquired what was happening with EORH. Mr. Dutton said they continue to have multiple conversations regarding the hospital. He added it's not to the point the state is willing to consider opening it temporarily for bed space for COVID-19 patients. Rob Sproul, Deputy Health Commissioner has toured the hospital and said it was in good shape. He reported this back to the state. Mr. Dutton said, "We want to be sure if an unforeseen spike occurs we are not behind the curve in terms of getting that building ready to go and we will continue to make that statement to individuals in Columbus to make sure they understand what an asset we have in Belmont County to serve that temporary role. We will continue to advocate for a permanent stance as well. Since the decision by Alecto there have been numerous conversations over last summer and last fall and they try to speak to everyone they can about the asset it is." Mr. Dutton added they would be willing to help any potential buyer through any steps of the process they can through government channels.

**9:30 Rob Sproul, Deputy Health Commissioner**

**Re: COVID-19 update**

Mr. Sproul said we will be seeing an uptick of cases over the next two weeks and the peak is estimated to be mid-April, early May. His office is running on half-staff. Mr. Dutton asked what the testing options are in the county. Mr. Sproul said Barnesville Hospital and Wheeling Hospital are doing testing. Barnesville Hospital is through Ohio Department of Health and is more stringent with their testing; you need to be showing symptoms. With private labs you just need an order from your doctor. Mr. Sproul added the local hospitals are not close to capacity. He said if you are tested you should self-quarantine until test results are back.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:00 A.M**

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

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:14 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:14 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said as a result of executive session there is no business to be considered by the board at this time.

**RECESS**

**Reconvened Thursday, April 9, 2020 at 11:22 a.m. Present: Commissioners Dutton, Echemann and Meyer.**

Mr. Dutton said the board has reconvened to consider a motion as part of the regular meeting of April 8.

April 8, 2020

**IN THE MATTER OF APPROVING THE AFFIDAVIT IN REGARDS**  
**TO CASE NO. 20 CV 107, ROBERT MURRAY VS. OHIO DEPARTMENT OF NATURAL RESOURCES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the affidavit in regards to Case No. 20 CV 107, Robert Murray vs. Ohio Department of Natural Resources.

IN THE COURT OF COMMON PLEAS  
BELMONT COUNTY, OHIO

COMMON PLEAS COURT  
BELMONT CO. OH.

Robert E. Murray

2020 APR -9 AM 11:31

Plaintiff,

Case No. CYNTHIA L. FREGIATO  
20CV107 CLERK OF COURT

vs.

Judge John A. Vavra

Ohio Department of Natural Resources

Defendant.

AFFIDAVIT OF J.P. DUTTON

STATE OF OHIO

COUNTY OF BELMONT, SS:

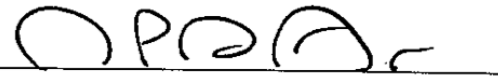
NOW COMES J.P. Dutton, in his capacity as President of the Board of Commissioners, Belmont County, Ohio, and herein states the following:

1. At all times relevant, I have served as a Belmont County Commissioner, and I currently serve as President of the Board of Commissioners.
2. I am a resident of Belmont County, Ohio, and over the age of twenty-one (21).
3. I am aware that a "virtual public meeting" has been scheduled by ODNR as and for the purposes of receiving public input and opinion with regard to a proposed injection well located adjacent to the intersection of U.S. 40 and Ohio State Route 331 in Belmont County, Ohio.
4. We as a Commission issued a letter to ODNR on or about April 6, 2020 (a copy of which is attached as **Exhibit "A"**), expressing our displeasure

Shaheen Law Group, LLC  
128 South Marietta Street  
P.O. Box 579  
St. Clairsville, OH 43950  
Phone: 740.695.4448  
Fax: 740.695.6511  
Email: office@SLGjustice.com

with the proposed process and, in fact, a request to move the hearing until such time as public input could be received in a more traditional format.

5. I have since learned that a lawsuit has been filed against ODNR in Belmont County, Ohio, to address this same issue. We as a Commission have reviewed the request currently pending in Case No. 20 CV 107, wherein a temporary restraining order is sought so as to at the least postpone the virtual public hearing scheduled for Friday, April 10, 2020, at 12:30 p.m. in favor of a more traditional public meeting.
6. For the reasons set forth in the Plaintiff's request, we too agree that the current proposed "virtual public meeting" falls well short of adequately allowing public input on behalf of our residents.
7. We as a Commission wholly support this request, as we believe the same is certainly in the best interest of our residents of Belmont County, Ohio.



J.P. DUTTON

President, Belmont County Commissioners

Shaheen Law Group, LLC  
128 South Marietta Street  
P.O. Box 579  
St. Clairsville, OH 43950  
Phone: 740.695.4448  
Fax: 740.695.6511  
Email: office@SLGjustice.com

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Dutton commented that this case was brought to the board's attention recently and they decided to submit this affidavit on behalf of this case.

**Reconvened Monday, April 13, 2020 at 9:01 a.m. Present: Commissioners Dutton, Echemann and Meyer.**

Mr. Dutton said there is no further business to come before the board for the meeting of April 8.

April 8, 2020

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:01 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:01 a.m.  
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Read, approved and signed this 22nd day of April, 2020.

J. P. Dutton /s/ \_\_\_\_\_

Jerry Echemann /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Josh Meyer /s/ \_\_\_\_\_

We, J. P. Dutton and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ \_\_\_\_\_ PRESIDENT

Bonnie Zuzak /s/ \_\_\_\_\_ CLERK