

St. Clairsville, Ohio

June 14, 2023

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

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

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

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

**IN THE TOTAL AMOUNT OF \$917,232.61**

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. Echemann to approve the following transfers within fund for the following funds:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A06.006 Group & Liability	E-0257-A015-A15.074 Transfers Out	\$3,800,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S57.000 Travel	E-8010-S030-S60.000 Maintenance	\$1,046.06
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S55.010 Supplies	\$5,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S51.002 Salaries	\$28,638.90
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S51.002 Salaries	\$5,000.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S60.000 Maintenance	\$12,000.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S66.003 PERS	\$1,200.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S70.005 Medicare	\$500.00
E-8010-S030-S69.007 Unemployment	E-8010-S030-S66.003 PERS	\$8,369.93

**W80 PROSECUTORS-VICTIM ASSISTANCE**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P04.000 Other Expenses	E-1511-W080-P02.010 Supplies	\$90.00
E-1511-W080-P04.000 Other Expenses	E-1511-W080-P03.000 Travel	\$42.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y01.500 Transfers In	\$3,800,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	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 June 14, 2023, meeting:

**H00 PUBLIC ASSISTANCE/BCDJFS**

E-2510-H000-H05.000	Public Assistance	\$2,000.00
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**N03 FEMA PROJECTS/ENGINEER**

E-9003-N003-N04.055	Contract Services	\$27,654.50
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**N08 DIASTER RELIEF 4424/ENGINEER**

E-9008-N008-N06.055	Construction	\$17,768.69
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**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000	Food	\$3,128.12
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**Y42 RECOUPMENT FEES INDIGENT/AUDITORS**

E-9842-Y042-Y01.000	Remit to State	\$125.00
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**Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

E-9891-Y091-Y01.006	Hospitalization Insurance	\$3,800,000.00
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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 June 14, 2023,

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 TRANSFER OF FUNDS FOR  
HOSPITALIZATION CHARGEBACKS FOR MAY AND JUNE 2023**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for Hospitalization Chargebacks for the months of May and June 2023

<b>From:</b>		<b>To:</b>	
<b>NUMBER</b>	<b>ACCOUNT</b>	<b>NUMBER</b>	<b>AMOUNT</b>
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	14,205.72
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	18,112.68
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	44,393.52
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	4,735.24
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	3,432.92
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	651.16
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	8,819.32
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	12,903.40
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	1,302.32
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	1,065.30
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	16,336.32
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	169,761.36
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	169,046.52
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	23,676.20
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,302.32
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	63,865.84
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,554.56
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,865.84
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	110,441.28
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	11,103.56
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,432.92
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,432.92
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,432.92
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	39,948.92
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,302.32
<b>WATER DEPARTMENT</b>			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	69,405.40
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	17,188.56
<b>COUNTY HEALTH</b>			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	10,030.98
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	1,283.29
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	2,938.96
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	1,569.58
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	673.70
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	936.10
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	3,124.24
E-2239-F091-F01.002	COVID-19 Enhanced Oper. (EO)	R-9891-Y091-Y01.500	1,769.71

E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	639.53
E-2240-F092-F01.002	COVID-19 Vaccinations (CN)	R-9891-Y091-Y01.500	814.99
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	379.73
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	1,777.69
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	7,377.10
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	510.16
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	149.20
<b>JUV COURT/GRANTS</b>			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,604.64
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	3,432.92
TOTALS			873,731.86

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 June 7, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**BOARD OF ELECTIONS**-Frankie Lee Carnes, Lois Doneson, Michael Shaheen, Aaron Moore and Kamron Chervenak to Columbus, OH, on June 26-June 28, 2023, to attend the 2023 Summer Conference with the Ohio Secretary of State.

**DJFS**-Hope Romshak to Jackson, OH, on June 15 to Job shadow a Kinnect to Family worker. Estimated expenses: \$170.52.

**SSOBC**- Senior Centers of Belmont County to Wheeling, WV, on all Tuesdays and Thursdays for the month of July 2023, for senior outings to the Howard Long Wellness Center to participate in the Silver Sneakers Program. Sue Hines to Zanesville, OH, on July 11, 2023, for a senior outing to the Conn's Potato Chip Factory, B-Wear Sportswear and surrounding areas. Chuck Davis to New Martinsville, WV, on July 14, 2023, for a senior outing to The Movie House and Quinet's Restaurant. David Ward to Wheeling, WV, on July 26, 2023, for a social outing to the Grecian Fest and Oglebay Park. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

Mr. Dutton said the above few motions are procedural type motions. The Prosecutor's office is looking for ways to improve the meeting process. They have always been a part of the meeting minutes.

Mr. Dutton made the following announcement:

The Belmont County Board of Commissioners is accepting applications to fill positions on the following boards:

- Mental Health Recovery Board. Applications will be accepted through June 16, 2023.
- Workforce Development Board Area 16. Applications will be accepted through June 16, 2023.
- Belmont County Public Defender Commission. Applications will be accepted through July 7, 2023.

Interested parties may stop in or contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF HIRING DANIELLE SECREST AS FULL-TIME INCOME MAINTENANCE AIDE II/DJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Danielle Secrest as full-time Income Maintenance Aide II at Belmont County Department of Job and Family Services, effective June 20, 2023.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE #8025 FROM FLAG FLOORS OF BARNESVILLE, LLC/AUDITOR'S FRONT OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve estimate #8025 from Flag Floors of Barnesville, LLC, in the amount of \$13,075.00 to remove existing carpet, prep floors and provide and install carpet tile and vinyl base in the Auditor's front office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE FROM KARRAS PAINTING LLC/AUDITOR'S FRONT OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the estimate from Karras Painting LLC, in the amount of \$9,400.00 to supply all labor, materials, tools, equipment to paint the Auditor's front office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SERVICE AGREEMENT  
FROM JOHNSON CONTROLS/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the service agreement from Johnson Controls in the amount of \$1,665.52 for the annual Backflow Test & Inspection and Quarterly Wet Sprinkler Test and Inspection for the Belmont County Jail for the period of August 1, 2023 to July 31, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE  
BY AND BETWEEN THE BELMONT COUNTY BOARD OF COMMISSIONERS  
AND 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 June 14, 2023, in the amount of \$4,500 per net leasehold acre for 24.082 net leasehold acres, located in Union Township, for a five-year term, 20% royalty. Total Payment Amount: \$108,405.00.

*Note: The acreage amount is contingent upon the result of the title exam.*

**PAID-UP  
OIL & GAS LEASE**

This Lease made this 14<sup>th</sup> day of June 2023, by and between **The Board of Commissioners of Belmont County, by J.P. Dutton, President of the Board of Commissioners, Jerry Echemann, Vice President of the Board of Commissioners, and Josh Meyer, Commissioner**, of 101 West Main Street, Saint Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Gulfport Appalachia, LLC** ("Gulfport"), a Delaware Limited Liability Company with a mailing address of 713 Market Drive, Oklahoma City, OK 73114, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) 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, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, 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 neighboring 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.

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

**See attached "Exhibit A" for Parcel Numbers and Legal Descriptions**

**LEASE TERM.** This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. June 14<sup>th</sup>, 2023 (effective date) to 11:59 P.M. June 13<sup>th</sup>, 2028 (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 extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. 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:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal **Twenty percent (20.00%)** part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to **Twenty percent (20.00%)** of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. 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, 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 thereafter, 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.

(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 bonus rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties 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.

**FACILITIES.** Lessee shall not drill a well on the Leasehold within 500 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.

**TITLE AND INTERESTS.** Lessor hereby warrants 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 ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

**ARBITRATION.** In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

**ENTIRE CONTRACT.** The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

**TITLE CURATIVE.** Lessor agrees to execute affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

**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, 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.

**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.

**See Exhibit "B" attached hereto and made a part hereof for Other Provisions of this lease. EXECUTED this 14th day of June 2023.**

**LESSOR:**

**The Belmont County Board of Commissioners**

**APPROVED AS TO FORM:**

David K. Liberati /s/ Assist PA  
PROSECUTING ATTORNEY

J. P. Dutton /s/

By: J. P. Dutton, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

Josh Meyer /s/

By: Josh Meyer, Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE FILING OF THE PETITION OF BELMONT COUNTY WATER & SEWER DISTRICT TO TRANSFER \$1,410,019.00 FROM N22 FUND TO N88 FUND**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the filing of the Petition of Belmont County Water & Sewer District to transfer \$1,410,019.00 from N22 Water Capital Improvements Fund to N88 Water Short-Lived Assets Fund, based upon the recommendation of Director Kelly Porter.

**IN THE COURT OF COMMON PLEAS  
BELMONT COUNTY, OHIO**

IN RE: Petition of Belmont County	:	CASE NO. _____
Water & Sewer District to	:	
Transfer \$1,410,019.00 from a	:	
Capital Improvement Fund to a	:	PETITION
Water Short-Lived Asset Fund	:	

Now comes the Board of County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water & Sewer District (District), and state as follows:

1. In 2021, District received a Capital Improvements Funding Package from the United States Department of Agriculture for upgrades (Capital Improvements) to its water system.



2. Certain monies were to be transferred from District's revenue to maintain the Capital Improvements to ensure the Capital Improvements would reach their useful life. Those funds were placed in the Water Capital Improvement Fund under a specific line titled "Asset Management", and appropriately spent for said purpose.
3. The Auditor of State has recently advised District that the funds in the line item "Asset Management" should have been transferred to a specially designated fund, but through oversight, no such transfer was made.
4. The Auditor of State recommends that the unencumbered balance (\$1,410,019.00) in the line titled "Asset Management" should be transferred to a specifically designated fund to be known as "Water Short Lived Asset Fund".

Wherefore, Pursuant to R.C. 5705.14(B), the Board of County Commissioners, Belmont County, Ohio, hereby petitions this court for an order granting it permission to transfer the unencumbered balance of \$1,410,019.00 from N22: Water Capital Improvements to N88: Water Short Lived Assets.

RESPECTFULLY SUBMITTED  
Kevin Flanagan  
Belmont County Prosecutor  
By: David K. Liberati /s/  
David K. Liberati (0010553)  
Jacob A. Manning (0078887)  
Belmont County Assistant Prosecutor  
52160 National Road  
St. Clairsville, OH 43950  
Phone: (740)699-2771  
Fax: (740)695-4412  
[David.liberati@co.belmont.oh.us](mailto:David.liberati@co.belmont.oh.us)  
[Jacob.manning@co.belmont.oh.us](mailto:Jacob.manning@co.belmont.oh.us)

Upon roll call the vote was as follows:

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

Mr. Dutton said this fund should have been created at the time of the USDA closing.

**RECESS**

**9:30 Public Meeting**

**Re: Retirement and re-employment of the Belmont County Department of Job and Family Services Children Services Administrator**

Resent: Jeff Felton, DJFS Director, Katie Bayness, HR Administrator and Christine Parker, Children Services Administrator

Mr. Dutton said there is a process for retirement and re-employment per the Ohio Revised Code. Ms. Bayness said public notice is posted and a public hearing is held. Mr. Felton said Ms. Parker has been with Department of Job and Family Services for 35 ½ years. Her job has a lot of responsibility and will be a key position to replace. He added Ms. Parker would like to work another two years; this will allow her to work with her replacement. Ms. Parker's retirement date will be June 24, 2023 and rehire date will be July 2, 2023, if the Board of Commissioners approve. Mr. Felton said continuity of staff is critical and Ms. Parker's entire career has been in Children Services. Ms. Parker said she is grateful for the opportunity and feels fortunate to work in Belmont County.

**RECESS**

**10:00 Bid Opening: One-Ton Full Crew Cab Pickup Truck for the Belmont County Auditor's Weights and Measures**

**IN THE MATTER OF BID OPENING FOR ONE-TON FULL CREW CAB PICKUP TRUCK FOR BELMONT COUNTY AUDITOR'S WEIGHTS AND MEASURES**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for One-Ton Full Crew Cab Pickup Truck for the Belmont County Auditor's Weights and Measures; they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Whitesides of St. Clairsville 50714 National Road St. Clairsville, Ohio 43950</b>	<b>X</b>	<b>\$70,882.80</b>

Present: Auditor Cindi Henry and Dustin Brak, Weights and Measures

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the One-Ton Full Crew Cab Pickup Truck for the Belmont County Auditor's Weights and Measures to Belmont County Auditor Cindi Henry for review and recommendation.

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer 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 and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:07 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 12:07 p.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ACCEPTING RESIGNATION OF  
JAMES SINOSKI, FULL-TIME FISCAL CLERK/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of James Sinoski, full-time Fiscal Clerk, at Senior Services of Belmont County, effective June 30, 2023.

Upon roll call the vote was as follows:

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

**Reconvened at 12:22 p.m. with no further business to come before the board.**

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

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of June, 2023.

Jerry Echemann /s/

Josh Meyer /s/ COUNTY COMMISSIONERS

Commissioner J. P. Dutton – Absent

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

Jerry Echemann /s/ VICE-PRESIDENT

Bonnie Zuzak /s/ CLERK



June 14, 2023