

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

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 \$1,125,696.25**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$5,836.00

**Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$70.89

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the February 21, 2024 date:

**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S67.004	Workers Comp	\$96.91
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**Y01 UND. AUTO TAX**

E-9801-Y001-Y01.000	Und. Auto Tax	\$446,393.66
E-9801-Y001-Y03.000	Township-Permissive Tax	\$69,210.25
E-9801-Y001-Y05.000	Pease Township	\$3,180.00
E-9801-Y001-Y06.000	Goshen Township	\$1,284.00
E-9801-Y001-Y07.000	Warren Township	\$2,814.50
E-9801-Y001-Y08.000	Pultney Township	\$3,404.00
E-9801-Y001-Y09.000	Flushing Township	\$552.00
E-9801-Y001-Y10.000	Colerain Township	\$1,258.50
E-9801-Y001-Y11.000	Kirkwood Township	\$132.00
E-9801-Y001-Y12.000	Mead Township	\$712.50
E-9801-Y001-Y13.000	Richland Township	\$2,492.25
E-9801-Y001-Y14.000	Smith Township	\$451.50
E-9801-Y001-Y15.000	Somerset Township	\$456.00
E-9801-Y001-Y16.000	Union Township	\$913.50
E-9801-Y001-Y17.000	Washington Township	\$268.50
E-9801-Y001-Y18.000	Wayne Township	\$207.00
E-9801-Y001-Y19.000	Wheeling Township	\$579.00
E-9801-Y001-Y20.000	York Township	\$390.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR**

**HOSPITALIZATION CHARGEBACKS FOR JANUARY AND FEBRUARY 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for

Hospitalization Chargebacks for the months of January and February 2024

<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	20,078.16
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	20,412.90
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	48,096.81
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	733.86
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	4,602.72
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,467.72
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,868.86

E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	5,336.58
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	13,808.16
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	733.86
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	6,804.30
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	3,868.86
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	19,878.60
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	184,800.76
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	199,456.56
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	26,682.90
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,467.72
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	69,307.95
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	16,009.74
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	7,737.72
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	110,458.68
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	7,152.92
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,868.86
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,868.86
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,868.86
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	50,430.36
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,467.72

**WATER DEPARTMENT**

E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	83,762.62
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	19,371.34

**COUNTY HEALTH**

E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	14,838.58
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	2,416.86
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	6.88
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,621.34
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	115.30
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,087.16
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,911.75
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	414.06
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	2,245.49
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	47.16
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	4,778.43
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	2,735.37
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	567.31
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	169.23

**JUV COURT/GRANTS**

E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,935.44
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	7,737.72
		<b>TOTALS</b>	<b>985,033.04</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS**

**FOR HSA CHARGEBACKS/FEBRUARY 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HSA Chargebacks for February 2024

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2811-K200-K10.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	263.51
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
		TOTALS	983.15

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated February 21, 2024, 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. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:  
**DJFS**-Stacie Brown to Cuyahoga Falls, OH, on February 23, 2024 to attend the OFCFCFA regional meeting. Estimated expenses: \$212.14.  
 Megan Stuckey to Springfield, MO, on February 29-March 1, 2024 to visit a youth in placement. Estimated expenses: \$1,114.32. Douglas Butts to Columbus, OH, on April 18-19, 2024 to attend the OCAPS conference. Estimated expenses: \$611.00.  
**SSOBC**-St. Clairsville Senior Center employees to Moundsville, WV, on March 15, 2024 for a senior outing to Grave Creek Mound Archaeological Complex and Prima Marina Restaurant. Colerain Senior Center employees to Wheeling, WV for a senior outing to the Capital Theater and surrounding area.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 14, 2024.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from Carney & Sloan, Inc. in the amount of \$4,053.03 to replace the motor and impeller on the Hobart dishwasher at the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM BRYAN ELECTRIC, INC/CHILDREN SERVICES**

February 21, 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from Bryan Electric Inc., in the amount of \$3,825.00 for electrical work needed to complete the Children Services remodel job.

*Note: This will be paid for with JFS Children Services incentive funding that has been earned by meeting state performance measures for visitations and timely investigations/assessments.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MODIFICATION #1 TO THE  
PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN  
BELMONT COUNTY DJFS AND JEFFERSON COUNTY CAC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign modification #1 to the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., to de-obligate \$20,000.00, per mutual agreement, for a new contract total of \$100,455.00 for services from June 1, 2023 to June 30, 2024.

*Note: This contract is to assist local employers with filling their job vacancies and matching job seekers with employers in Belmont, Carroll, Harrison and Jefferson counties.*



DocuSign Envelope ID: 30D1C3F0-EFEE-4183-8F34-73D09097BC60

**Modification #1 to the  
Performance of Services – Business Resource Network Services  
Contract Period for Revision: June 1, 2023 to June 30, 2024**

**PARTIES**

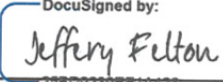
The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville, OH 43950  
740-695-1075

**Contractor:** Jefferson County Community Action Council, Inc.  
114 North 4th Street  
P.O. Box 130  
Steubenville, OH 43952  
(740) 282-0971

This modification is to de-obligate \$20,000. This contract was originally for \$120,455 and will be decreased to \$100,455 per mutual agreement. All other original terms and conditions of this contract remain in effect.

**SIGNATURES**

DocuSigned by:  
  
238D9239EE1A428...  
\_\_\_\_\_  
Jeffery Felton, Director  
Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950

1/29/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
J. P. Dutton  
Belmont County Commissioner

2/21/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jerry Echemann  
Belmont County Commissioner

2-21-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Josh Meyer  
Belmont County Commissioner

2/21/24  
\_\_\_\_\_  
Date

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 BY AND BETWEEN  
BELMONT COUNTY BOARD OF COMMISSIONERS AND GULFPORT APPALACHIA, LLC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Gulfport Appalachia, LLC, effective February 21, 2024, in the amount of \$6,500 per net leasehold acre for 3.00 net leasehold acres, located in Flushing Township, for a five-year term, 20% royalty. Total Payment Amount: \$19,500.00.

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

**PAID-UP  
OIL & GAS LEASE**

This Lease made this 21st day of February, 2024, by and between The Commissioners of Belmont County, by Jerry Echemann, Josh Meyer, and J.P. Dutton, as Commissioners of 101 W. Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and GULFPORT APPALACHIA, LLC, 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 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 Flushing, in the County of Belmont, in the State of Ohio, and described as follows:

Tax Parcel Identification Number: **05-00459.004**; Twp of Flushing, Section 25, Township 9N,  
Range 5W, and is bounded formerly or currently as follows:

- On the North by lands of 05-00456.001; 05-00459.005;
- On the East by lands of 05-00459.005, 05-00459.003;
- On the South by lands of 05-00459.001;
- On the West by lands of 05-00456.001; 05-00459.001;

including lands acquired from Toni Bedway and John Bedway, as described in that certain General Warranty Deed, dated December 11, 1997, recorded in Deed Record Book 734, at Page 386, at the Recorder's office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of **3.00 acres**, whether actually more or less. 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. February 21, 2024 (effective date) to 11:59 P.M. February 20, 2029 (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

Lessor(s) Initials: JE JPD



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%) part of all oil and any constituents thereof produced and marketed from the Leasehold.

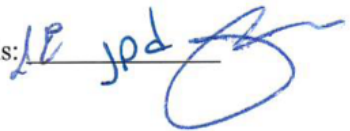
2. GAS: To pay Lessor an amount equal to Twenty percent (20%) of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the 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

Lessor(s) Initials: LE JPD



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, governmental forms 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.

This Lease is made further subject to the terms and conditions contained in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (which terms and conditions are an integral part of this Lease).

IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.

LESSOR:

LESSEE:

Gulfport Appalachia, L.L.C.

Jerry Echemann  
Jerry Echemann, Commissioner

Bradley N. Secrist  
Name: Bradley N. Secrist  
Title: Vice President of Land

Josh Meyer  
Josh Meyer, Commissioner

J.P. Dutton  
J. P. Dutton, Commissioner

APPROVED AS TO FORM:

Halting, Assistant Prosecuting Attorney  
PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGMENT

STATE OF OHIO )  
 ) SS:  
COUNTY OF BELMONT )

On this, the 21st day of FEBRUARY, 2024, before me BONNIE ZUZAK, the undersigned officer, personally appeared The Commissioners of Belmont County, by Jerry Echemann, Josh Meyer, and J.P. Dutton, as Commissioners, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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



My Commission Expires: 2-18-2026  
BONNIE ZUZAK  
Notary Public, State of Ohio  
Signature/Notary Public: Bonnie Zuzak  
My Commission Expires: February 18, 2026  
Name/Notary Public (print): BONNIE ZUZAK

Lessor(s) Initials: JE JPD





**“EXHIBIT A”**

THIS EXHIBIT “A” attached to and made a part of that certain Oil and Gas Lease dated the 21<sup>st</sup> day of February, 2024, by and between, **The Commissioners of Belmont County, by Jerry Echemann, Josh Meyer, and J.P. Dutton, as Commissioners**, as Lessor(s), and **GULFPORT APPALACHIA, LLC.**, as Lessee (“Lease”), to wit:

In the event any of the terms and conditions contained in this Exhibit "A" alter, conflict with, or are inconsistent with any of the terms and conditions contained in the base lease form to which this Exhibit "A" is attached, the terms and conditions contained in this Exhibit "A" shall be controlling.

Any capitalized terms in this Exhibit "A", which are not defined in this Exhibit "A," shall have the meaning given to such terms in the base lease form to which Exhibit "A" is attached.

**Compliance with Laws**

All operations conducted by Lessee shall comply with federal, state and local laws, statutes, regulations and/or orders, and the terms of this Lease, whichever is more strict. Lessee’s failure to comply with any federal, state or local law or any regulation or order of any enforcement agency having jurisdiction over Lessee’s operations shall be a default under the Lease.

**No Surface Activity**

Notwithstanding any language to the contrary contained in this Lease (including this Exhibit "A"), Lessor does not grant and Lessee does not acquire any rights to use the surface of the Leasehold. Lessee shall not conduct any operations on the surface of the Leasehold (“Surface Operations”) 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 this Lease (including this Exhibit "A") shall give the Lessee any right to conduct surface activities on the Leasehold.

**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 and/or Lessee’s rights to store gas within the Leasehold 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 regarding 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.

**No Injection/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. Lessor does not grant and Lessee does not acquire any right to use any portion of the Leasehold for the disposal of any type of foreign matter or material or any drainage, saltwater, brine, or waste, including without limitation any industrial, municipal, hazardous, or radioactive waste. 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.

**Oil and Gas Only**

This Lease shall cover only oil, gas, casinghead gas, casinghead gasoline and other gases and their respective constituent vapors, liquid or gaseous hydrocarbons (but no coalbed methane or coal seam gas) that may be produced in association therewith through the well bore. All other minerals including, but not limited to, lignite, coal, uranium and other fissionable material, geothermal energy, sulphur, gravel, base and precious metals, rock, stone, copper and metallic ores, and any other mineral substances (other than those described in the preceding sentence) are not included in this Lease.

**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.

**Leasehold Identification**

Notwithstanding any language to the contrary contained in this 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 parcel(s) described and identified in this Lease. This Lease does not include any parcel(s) adjacent or contiguous to the land described in this Lease that is also owned or claimed by Lessor, which is not

Lessor(s) Initials: JE jed



specifically described in this Lease. If a survey by Lessor or Lessee, or an examination of real property records should reveal a parcel identified in this Lease contains more acreage than the acreage listed for the parcel in this Lease, this Lease shall include such additional acreage and Lessee shall pay Lessor bonus, royalties and any other required payments based upon the total acreage revealed in the survey or examination of real property records not the acreage listed in this Lease. If the Lessee has paid the signing bonus to Lessor prior to Lessor notifying Lessee that a survey or real property records reveal the existence of additional acreage within the parcel identified in this Lease, Lessee shall only have to pay additional signing bonus on the additional acreage revealed in the survey or examination of real property records if: (1) the signing bonus on the additional acreage exceeds Three Hundred Fifty Dollars (\$350.00), and (2) Lessor requests that Lessee pay such additional signing bonus in writing. In the event the conditions in the preceding sentence are met, Lessee shall pay signing bonus on the additional acreage revealed in a survey or examination of real property records at the rate set forth in Article III, Section 1 herein within forty-five (45) days of Lessee's receipt of Lessor's written request.

**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.

**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., when the drill bit has hit the ground.

**Gross Royalty**

a) **Royalty:** The Lessee covenants and agrees to pay Lessor a royalty equal to twenty percent (20%) of the Gross Proceeds (as defined below in paragraph c)) paid to Lessee (or its Affiliate) by an unaffiliated third-party in a bona fide arms-length transaction for all oil and gas, and all of their liquid and gaseous constituents removed or recovered from the Leasehold or lands pooled/unitized therewith. The royalty set forth in this Lease shall apply to all oil and gas, and all of their liquid and gaseous constituents, in, on, and underneath the Leasehold, including but not limited to natural gas liquids (including but not limited to ethane, pentane, propane, butane and natural gasoline), casinghead gas, condensate, oil and/or other hydrocarbon byproducts removed or recovered from the Leasehold or lands pooled/unitized therewith.

b) **Affiliates:** For purposes of this Lease, an "Affiliate" 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 ten percent (10%) whether by stock ownership or otherwise, or over which Lessee or any parent company or Affiliate exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation, firm or other entity which owns any interest in Lessee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Lessee, by stock ownership, interlocking directorate, or in any other manner.

c) **Gross Proceeds:** For purposes of this Lease, "Gross Proceeds" means: (i) the total consideration paid by an unaffiliated third-party purchaser in a bona fide arms-length transaction for the sale of oil and gas, and all of their liquid and gaseous constituents and marketable by-products, produced from each and every well on the Leasehold or lands pooled/unitized therewith without deduction, directly or indirectly, for any production or post-production costs and/or expenses including but not limited to those relating to producing, gathering, storing, dehydrating, compressing, processing, separating, fractionating, treating, transporting, stabilizing and marketing the oil, gas and other products produced hereunder (such costs are never to be taken into account when calculating the Gross Proceeds), (ii) payments for future production or delivery of production at a future time, and (iii) sums paid to compromise claims relating to payment obligations associated with the sale of oil, gas, and other products produced hereunder. In no event shall any post-production costs or other costs be taken into account when calculating the Gross Proceeds.

d) **When Royalties Must Be Paid:** 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 five percent (5%) per annum.

e) **Delinquency in Payment:** If royalty is not paid by the date due, Lessor may give Lessee written notice of nonpayment of royalty, by certified mail, return receipt requested, and if Lessor's royalty is not paid on or before

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expiration of forty-five (45) days from Lessee's receipt of such notice, interest shall commence accruing on the due date and be payable by Lessee to Lessor on the delinquent balance at the rate of five percent (5%) per annum above prime interest rate. However, Lessee may avoid any interest obligation if prior to the expiration of such forty-five (45) days Lessor is furnished an attorney's written opinion citing a bona fide dispute or a good faith question of royalty entitlement (either as to ownership or as to amount), Lessee pays to Lessor the undisputed portion and Lessee pays the disputed royalty to an escrow account to be administered by a trustee agreed to by both parties or by the American Arbitration Association if such trustee cannot be found. If practical, such escrow funds shall be invested in interest-bearing account pending resolution of the entitlement issue, with the interest to follow the distribution of escrow.

f) **Split Royalties:** If, by reason of assignments of undivided interests in Lessee's interest in this Lease, more than one party becomes entitled to a portion of Lessee's share of gas produced from any well on the Leasehold, and if any or all of such co-owners elect to take their share of gas in kind, resulting in split-stream deliveries of gas to different purchasers, Lessor shall be entitled, at Lessor's election, to require the operator of the Leasehold to pay and account to Lessor for all royalties due on gas production from the well or wells from which split-stream deliveries are being made, so that Lessor shall not be required to receive royalties from more than one (1) purchaser or party on the same gas stream. If Lessor exercises such election, the operator of the Leasehold (or of that portion of the Leasehold upon which the split-stream production is located) shall pay to Lessor all royalties due on such gas production and shall provide production statements from all purchasers of such gas showing the amounts sold and the price paid therefore, with any applicable adjustments. Such election, if made, shall not relieve any party otherwise liable for payment of royalties from such liability, and all parties owning an undivided interest in all or any portion of the Leasehold shall be and remain jointly and severally liable for the payment of all royalties due on production therefrom.

**Pugh Clause**

a) **Horizontal Pugh Clause:** As to any Leasehold acreage which is not included within a drilling or production unit on which Operations (as defined above) have commenced at the expiration of the primary term (including any extension thereof), upon 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:** Notwithstanding anything to the contrary set forth in this Lease, as to any acreage of the Leasehold which is included within a drilling or production unit on which Operations (as defined above) have commenced at the expiration of the primary term (including any extension thereof), at the expiration of the primary term (including any extension of the primary term), this Lease shall terminate as to all strata, depths and horizons lying more than 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) from the well(s) on such unit.

**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.

**Signing Bonus**

Lessee agrees to pay Lessor a signing bonus of Six Thousand Five Hundred Dollars (\$6,500.00) for each net acre contained within the Leasehold. This signing bonus shall be paid under the terms set forth in the Confidential Exhibit "B" - Order of Payment attached to this Lease as Exhibit "B".

**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. Lessor and Lessee agree that any extension payment shall be reduced proportionately and made only upon the portion of the Leasehold not included in one or more drilling or production units at the expiration of the primary term.

Lessor(s) Initials: JE JPD [Signature]



**Taxes**

Lessee shall pay all Ad Valorem taxes and/or assessments of gas and oil or gas and oil reserves made by any local, state, or federal entity or governmental unit attributable to, or resulting from the assessment of gas and oil from the Leasehold regardless of the percentage of royalty paid to Lessor. Lessee shall, in addition, pay all severance taxes or other excise taxes arising out of or relating to this Lease and/or the gas and oil. In the event real property taxes pertaining to or attributable to the Leasehold are increased in any manner by reason of the Lease or operations of Lessee relating to the Leasehold, including, but not limited to any structures or improvements constructed on the Leasehold, Lessee shall pay for the amount of any such tax increases attributable to such operations or improvements. Lessee shall reimburse Lessor for the amount of such increase within thirty (30) days after Lessor provides Lessee with written documentation reflecting such increase and the basis thereof.

**Delay in Marketing**

Notwithstanding any language to the contrary contained in this Lease, 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.

**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 Ute 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 (il) 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 a continuous period of time longer than thirty-six (36) consecutive months, or forty-eight (48) cumulative months after the expirations of the primary term hereof solely by the provision of the shut-in royalty clause.

**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 bonus payments, rentals, and royalty payments made to Lessor under this Lease are non-refundable.

**Liens Against Lessee**

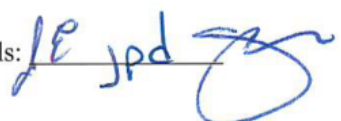
In the event any lien or encumbrance (except and not including any lien or encumbrance in the nature of a security interest conveyed by Lessee for purposes of financing operations on the Leasehold) is filed against the Leasehold out of or pertaining to the operations by Lessee, Lessee shall within forty-five (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.

**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 (1,280) 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. Lessee shall have the right to revise any unit formed hereunder either before or after commencement of production provided that Lessee shall not remove any portion of the Leasehold from a producing unit. For the purposes of this Lease, operations on and production from any lands which are included in a unit which includes the Leasehold shall be considered operations on and production from the Leasehold. There shall be allocated to the portion of the Leasehold included in any unit, the proportion of the production from each well producing from such unit (or the gross proceeds paid for the production from each such well) that the number of Leasehold acres included in such unit bears to the total number of acres included in such unit based on a surface acreage allocation; and royalties shall be paid hereunder upon the production (or gross proceeds paid for the production) from each unit well so allocated to the portion of the Leasehold included in the unit.

**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.

Lessor(s) Initials: JE JPD 



**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.

**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 to Lessor 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.

**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" and Exhibit "B") shall be provided to such party so requesting within thirty (30) days of the request being made.

**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 written notice to Lessor within sixty (60) days of the commencement of the force majeure event, which shall set forth the nature of the Force Majeure and indicate the expected length of delay. Lessee shall 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 sixty (60) cumulative months after the expiration of the primary term.

**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.

**Indemnity**

Lessee agrees to defend, indemnify and hold harmless Lessor and Lessor's heirs, successors, representatives, agents, assigns, transferees, employees, invitees, guests, permittees, lessees, contractors, subcontractors, relatives, partners, members, officers, directors, and related or affiliated entities (the "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

Lessor(s) Initials: 



shall survive the expiration or surrender of this Lease.

**Hazardous Materials**

Lessee shall not use, dispose of or release on the Leasehold or permit to exist or to be used, disposed of or released on the Leasehold as a result of its operations any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use on the Leasehold) which are defined as "hazardous materials", "toxic substances" or "solid wastes" in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released on the Leasehold, Lessee shall notify Lessor immediately after notifying the applicable governmental body of such event. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to penalties.

**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.

**Water Quality 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.

Lessor(s) Initials: JE jpd



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 water 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.

**Water Usage**

Lessee agrees not to use any surface or subsurface water from the Leasehold, including 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, contaminate, pollute, or injure any water sources on the Leasehold, Lessee shall take prompt action to correct any such damage, contamination, pollution, disturbance or injury at its sole expense.

**Prudent Operator**

Lessee will conduct all operations as a prudent operator; and will attempt to secure a market for production from a well.

**Liens**

In the event Lessor should become in default of any obligation of Lessor that is secured by any lien or encumbrance on the Leasehold during the term of this Lease, Lessee may, at its option, pay and discharge any such obligation on behalf of Lessor after Lessee gives Lessor at least thirty (30) calendar days prior written notice of such intention to pay, and if, after Lessor's receipt of such notice, Lessor makes no arrangement otherwise to address the amount in default. Should Lessee make such payment on behalf of Lessor, Lessee shall be entitled to recover the amount of such payment (with legal interest) from Lessor by deduction from any future payments to Lessor. In the event the Leasehold is encumbered by a prior mortgage, and by operation of law Lessee is no longer afforded protection under Ohio Revised Code Section 1509.31(D), then Lessee shall have a right to demand Lessor obtain a subordination from the mortgage holder and/or Lessee shall: (i) be afforded the right to pay proceeds payable to Lessor under this Lease to the mortgagee; and/or (ii) make payment in full for amounts due mortgagee in the event Lessor defaults in its payments to mortgagee, and deduct such amounts from future payments payable to Lessor pursuant to this Lease.

**Right of First Refusal**

Notwithstanding anything herein contained to the contrary, Lessee agrees that the "Right of First Refusal" paragraph contained in the Lease is hereby deleted. Any references to Right of First Refusal that are contained in this Lease are also hereby deleted.

**R.C. §307.11**

The Lease term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

Lessor(s) Initials:



Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT NO. 3 TO THE MILLS GROUP, LLC AGREEMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign Amendment No. 3 to the Mills Group, LLC agreement, for additional geotechnical engineers services in the amount of \$8,850.00.

**Board of Commissioners of Belmont County, Ohio  
Records Building and Health Department Building Project**

**Amendment No. 3 to the Architect Agreement**

Pursuant to the AIA B101-2017, Standard Form of Agreement Between Owner and Architect as modified, dated May 18, 2022, between the Board of Commissioners of Belmont County (the "Owner") and Mills Group, LLC (the "Architect"), specific to the above-referenced Project (the "Agreement"), the Owner and Architect hereby amend the Agreement as set forth below.

The following is added to the end of Section 11.3:

The following compensation shall be added to the Architect's Additional Services Fee:

Geotechnical Engineering	\$8,850.00
--------------------------	------------

Except as stated herein, this Amendment shall not alter any part of the Agreement between the Owner and Architect. This Amendment may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

**The Board of Commissioners of Belmont County, Ohio**

**Mills Group, LLC**

By: Jerry Echemann  
JERRY ECHEMANN  
Printed Name: J.P. DUTTON  
PRESIDENT  
Title: MEMBER  
Date: 2-21-2024

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CERTIFICATE OF FUNDS  
(ORC Section 5705.41)**

The undersigned, Fiscal Officer of the Owner hereby certifies in connection with the Amendment to which this Certificate is attached that the amount required to meet the obligations, under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

DATED: 2/21/24

Cinda Henry  
Fiscal Officer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING TRADE-IN OF ONE 2004**



**FORD E-50 VAN AND PURCHASE OF ONE 2021 CHEVY EXPRESS  
2500 CARGO VAN FROM ROBINSON AUTO FLEET**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the trade-in of one 2004 Ford E-50 Van for a trade-in amount of \$500.00 and purchase one 2021 Chevy Express 2500 Cargo Van from Robinson Auto Fleet in the amount of \$38,499.00 for a total cost of \$37,999.00, for the Belmont County Records Department.

*Note: This is a replacement vehicle.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE FY25 MEMORANDUM OF UNDERSTANDING FOR  
SNAP-EDUCATION SERVICES PROVIDED BY THE OHIO STATE UNIVERSITY EXTENSION/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the FY25 Memorandum of Understanding (MOU) for SNAP-Education services to be provided by The Ohio State University Extension to Senior Services of Belmont County.

*Note: OSU Extension will provide services for seniors at the congregate sites. (SNAP is Supplemental Nutrition Assistance Program).*



**THE OHIO STATE UNIVERSITY**

**College of Food, Agricultural, and Environmental Sciences  
College of Education and Human Ecology  
Ohio State University Extension**

Family and Consumer Sciences  
Community Nutrition  
2120 Fyffe Road  
Columbus, OH 43210

614-292-1655  
fcs.osu.edu

**FY25 Memorandum of Understanding (MOU) for SNAP-Ed**

This Memorandum of Understanding (MOU) confirms the arrangements for services, activities and/or incentives (“*Programs*”) to be provided by Ohio State University Extension (“*OSU Extension*”) to Senior Services of Belmont County (Agency). This MOU confirms that the Agency will work cooperatively with OSU Extension to provide the Services listed on the attached Exhibit A (Services).

OSU Extension will offer Programs to Adults (Audience) of the Agency that are tailored to the needs of the Audience and that encourage the Audience to invest in their personal overall well-being as well as that of the neighborhood/multi-family community, and/or environment.

*The SNAP-Ed educational materials used for these lessons are the property of The Ohio State University. The Agency may reprint the handouts as needed to share with other clientele.*

These Services will begin on a mutually agreed upon date and continue to be offered until OSU Extension and/or the Agency choose to terminate the relationship. A schedule for future activities will be established that is mutually agreeable to OSU Extension and the Agency.

OSU Extension agrees that:

1. The Programs offered will be optional but must be available to the Audience within the Agency.
2. Programs will be provided at no personal cost to the Audience.
3. The Exhibit A attached to this MOU lists the services that will be offered to the Audience by OSU Extension. A brief description of the services and where the services are/will be offered (on-site/off-site) is also provided.
4. OSU Extension will provide the text, photos, etc. to assist with promotional efforts made by the Agency.





Agency agrees that:

1. Agency will be responsible for timely promotion of the Programs to its students/clients/residents.
2. Agency will provide an appropriate space and timely access to that space for the agreed upon OSU Extension activities.
3. Agency will follow safety protocol as needed.
4. If appropriate and approved, Agency will provide access to virtual programming.
5. Whether face-to-face or virtual, Agency will have a staff person in the class session when working with vulnerable populations such as youth and/or when safety protocol or programming requires this need.
6. Audience meets the minimum requirements to receive SNAP-Ed programs.  
(Please fill-in **ONLY ONE** of the below qualifications)

\_\_\_\_\_ % of the Audience receives SNAP Benefits

OR

\_\_\_\_\_ % of the Audience has incomes <185% of the federal poverty guidelines (including free and reduced school lunch percentages)

OR

SNAP-Ed Guidance qualified location (food banks, food pantries, soup kitchens, public housing, SNAP/TANF job readiness program sites, SFSP sites, day cares center that are CACFP qualified, and WIC)

Both parties agree:

1. They are flexible and can adjust the schedule and Services as needed by mutual agreement in writing or emails.
2. A party will give 24-hour notice to the other if it is necessary to cancel/postpone scheduled Services.
3. Planned programming is dependent upon receipt of SNAP-Ed funding for the proposed Services.
4. Local Contact information for each party is:

SNAP-Ed PA/PC: Name, title, address, phone, email	Partner Agency: Name, title, address, phone, email
Madyson Little	Lisa Kazmirski
SNAP-Ed Program Assistant	Director
101 N. Market St. St. Clairsville, OH 43950	67650 Oakview Dr. St. Clairsville, OH 43950
740-695-1455	740-695-4042
little.582@osu.edu	lisa.kazmirski@ssobc.com

**Signatures:**

Ohio State University Extension

Partner Agency

\_\_\_\_\_  
Name: Pat Bebo MS, RDN or  
Ana Claudia Zubieta, PhD  
Community Nutrition/SNAP-Ed Administration

*Jerry Echemann* 2-21-24  
Signature Date

Edited December 5, 2023

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR PAVEMENT REHABILITATION PROJECT BEL CR 10 9.18 AND VARIOUS COUNTY ROUTES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for pavement rehabilitation project, BEL CR 10 9.18 AND VARIOUS COUNTY ROUTES based upon the recommendation of Terry Lively, County Engineer; Project Estimate is \$3,294,473.00.

*Note: The project will be funded with \$2,000,000 federal funds and \$1,294,473 local share.*

Upon roll call the vote was as follows:

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

Terry Lively, County Engineer, said in 2020 he applied for a grant through the Federal Highway Administration and received the maximum amount of \$2 million. The pavement rehabilitation project will resurface 17 miles of various county roads. The project will start late summer. A culvert project replacing 48 culverts will be competed first. Mr. Lively noted the county's local share will come from the Motor Vehicle License Tax funds. He said other projects being worked on include a \$1.6-\$1.7 million bridge replacement on CR10 Blaine Barton Road. Next year a bridge replacement on CR4 Glens Run Road will take place. The slips from 2018-2019 are being completed. Mr. Dutton said outside funding is important to get projects done. Mr. Lively said he received OPWC funding for Hospital Road. He also received a Shale and Oil Paving Grant for CR5. Mr. Dutton noted the Transportation Improvement District will have a project in Bethesda this year.

**Sheriff Dave Lucas**

**RE: Belmont County Sheriff's Office Mobile App**

Sheriff Lucas said the app can be downloaded to any smart phone. He said it is a one-stop shop. A user can see all jail information such as inmate information, sex offenders, directory, etc. He noted the program is still being tweaked. The app will allow users to stay better connected with alerts and updates within the community. Sheriff Lucas said no tax payer dollars were used to pay for the system, Commissary and Furtherance of Justice funds were used.

**Belmont County Dog Park**

Sheriff Lucas said all of the fencing is done and the concrete inside is poured. The concrete for the entryway on the outside needs done. The water is in and they are working on the signage and rules. A grand opening will be held in the spring. Warden Gray from the Belmont Correctional Institute brought inmates in to work on the fencing. Sheriff Lucas said they also received a lot of other help. An ODNR Natureworks grant was received for this project.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:18 A.M.**

Motion made by Mr. Echemann, 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 complaint of public employees.

Upon roll call the vote was as follows:

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

Hannah Warrington, HR Administrative Assistant, was also present.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:01 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 11:01 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are two motions for consideration.

**IN THE MATTER OF HIRING BRICE KAPPLER  
AS FULL-TIME WASTEWATER OPERATOR IN TRAINING**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Brice Kappler as a full-time Wastewater Operator in Training at Belmont County Water and Sewer District, effective February 26, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING SHELLY YECKLEY  
AS PART-TIME LPN/JAIL**

Motion to approve the hire of Shelly Yeckley as a part-time LPN at the Belmont County Jail, effective February, 26, 2024.

Upon roll call the vote was as follows:

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

**RECESS**

**Reconvened at 11:29 a.m. with no further business to be had.**

February 21, 2024

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:29 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 11:29 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 28th day of February, 2024.

Jerry Echemann /s/\_\_\_\_\_

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

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

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

Jerry Echemann /s/\_\_\_\_\_ PRESIDENT

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