

St. Clairsville, Ohio

November 28, 2012

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, 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 ALLOWANCE OF BILLS**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mr. Probst, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Joseph A. Gaudio	Conference CTA/General Fund	616.56
A-Linton D. Lewis	Mileage reimbursement/General Fund	57.60
A-McGhee & Company	Supplies-Probate Court/General Fund	19.00
A-Ohio Jury Management Assoc.	Jury Management Manual/General Fund	45.00
A-Staples	Supplies-Public Defender/General Fund	23.98
E-Don Nippert	Sublease Agreement/911 Fund	660.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	168.47
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	235.68
O-Huntington National Bank	Principal payment/Bond Retire-Engineer Bridge/Retaining Wall	80,000.00
O-Huntington National Bank	Interest payment/Bond Retire-Engineer Bridge/Retaining Wall	38,247.50
P-American Electric Power	Services/SSD#3A Revenue Fund (Pen Wood)	2,269.81
P-American Electric Power	Services/SSD#1 Revenue Fund	55.18
P-Cintas Corp.	Supplies/BCSSD Funds	34.00
P-Dale Jendrusik	Services/SSD#2 Revenue Fund	25.60
P-EORWA	Sewage disposal/BCSSD Funds	30,000.00
P-Hach Company	Materials/WWS#3 Revenue Fund	388.20
P-HD Supply Waterworks, Ltd.	Equipment/BCSSD Funds	8,863.32
P-Mark Stiles Construction	Services/SSD#2 Revenue Fund	1,700.00
P-Melissa Rebecca	Reimburse travel expenses/BCSSD Funds	137.25
P-Municipal Utilities	Services/BCSSD Funds	532.01
P-Ronald Pacifico	Services/SSD#2 Revenue Fund	2.76
P-Sharpshy Printing	Supplies/BCSSD Funds	490.00
P-South Central Power Co.	Services/WWS#3 Revenue Fund	6,754.00
P-Steve Polomik	Refund/BCSSD Funds	514.72
P-Univar USA, Inc.	Materials/WWS#3 Revenue Fund	8,157.93
S-AT&T	Telephone service/Certificate of Title Admn Fund	76.98
S-Cardmember Service	Food & supplies/Oakview Juvenile Residential Center Fund	782.39
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-TSG	2013 Maintenance/Eastern Div. Ct. Computer Fund	1,431.00
S-United Bank-Commercial Loans	Armory Property Mortgage/Port Authority Fund	2,625.49
S-U.S. Postal CMRS-FP	Postage/Eastern Ct. General Special Projects Fund	10,000.00
S-Vista Solutions Group	Software support & Maintenance 2013/Eastern Div. Ct. Computer Fund	4,061.82
S-Walmart Community	Supplies/Oakview Juvenile Residential Center Fund	367.29
W-Smartbill	Billing supplies for 2013 billing/DRETAC Treasurer's Office Fund	5,003.26
Y-Belmont County Recorder	Recording Fees-Tax Liens/Tax Certificate Admn Fund	3,136.00

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for November 28, 2012 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$154,712.12
A-GENERAL/AUDITOR	\$8,378.74
A-GENERAL/JUVENILE COURT	\$287.95
A-GENERAL/RECORDER	\$706.38; \$6,432.82
A-GENERAL/SHERIFF	\$2,650.36
A-GENERAL/911	\$338.44
B-Dog and Kennel Fund	\$424.75
H-Job & Family, CSEA	\$1,572.20
H-Job & Family, Public Assistance	\$1,325.21
H-Job & Family, WIA	\$40,000.00; \$11,664.29
K-Engineer MVGT	\$8,376.82
M-Juvenile Ct. – Care and Custody	\$844.00
M-Juvenile Ct. – Intake Coordinator	\$338.70; \$935.00
M-Juvenile Ct. – Placement Services	\$17,854.00
M-Juvenile Ct. – Placement II	\$498.34
M-Juvenile Ct. – Title IV-E Reimb.	\$12,261.91
P-Oakview Admn Bldg.	\$1,203.92
P-Sanitary Sewer District	\$13,683.24; \$67,782.95; \$9,068.00; \$319.68
S-Certificate of Title Admn Fund	\$128.00
S-Clerk of Courts Computer Fund	\$5,540.00
S-District Detention Home	\$1,536.12
S-Eastern Ct. General Special Projects	\$15,930.00
S-Job & Family, Children Services	\$1,084.37
S-Job & Family, Senior Programs	\$17,156.43

S-Juvenile Ct. – Computer Fund	\$197.90
S-Juvenile Ct. – General Special Projects	\$180.00
S-Oakview Juvenile Residential Center	\$587.22
S-Sheriff Commissary	\$1,794.00
S-Western Div. Court Computer Fund	\$6,515.46
S-Western Court General Special Projects	\$234.72
T-CDBG Funds	\$128,327.00
T-Sanitary Sewer District	\$522.00
W-Law Library	\$1,229.29

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfers within the following funds:

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Commissioners'</i>	<i>Board of Elections</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0180-A003-A01.001 Salary-Bd. Members	\$ 8.00
E-0051-A001-A50.000 Budget Stabilization	E-0181-A003-A02.000 Poll Wkrs. Salaries	\$ 67,385.61
E-0051-A001-A50.000 Budget Stabilization	E-0181-A003-A02.002 Salary-Employees	\$ 3,557.54
E-0051-A001-A50.000 Budget Stabilization	E-0181-A003-A06.011 Contracts-Services	\$ 18,628.76
E-0051-A001-A50.000 Budget Stabilization	E-0181-A003-A11.000 Other Expenses	<u>\$ 15,672.96</u>
	TOTAL	\$105,252.87

*Note: Final payment of BOE's Supplemental Budget Requests from various dates.*

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A10.000 Professional Services	E-0051-A001-A50.000 Budget Stabilization	\$61,262.31
E-0051-A001-A20.012 Equipment	E-0051-A001-A50.000 Budget Stabilization	6,000.00
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A50.000 Budget Stabilization	42,758.60
E-0051-A001-A29.000 Bel-O-Mar	E-0051-A001-A50.000 Budget Stabilization	26.25
E-0051-A001-A34.000 CCAO	E-0051-A001-A50.000 Budget Stabilization	<u>4.00</u>
	TOTAL	110,051.16

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Commissioners'</i>	<i>Sheriff</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A03.002 Salaries-Jail	\$ 9,555.00
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A12.000 Travel (Gasoline)	\$14,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A08.000 Food	<u>\$16,000.00</u>
	TOTAL	\$39,555.00

*Note: Final payment of the Sheriff's Supplemental Budget requests from various dates.*

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Commissioners'</i>	<i>Prosecuting Attorney</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E09.003 P.E.R.S.	\$ 2,201.91
<i>Ambulance Services</i>	<i>Miscellaneous</i>	
E-0250-A006-H05.000 Contract Services	E-0257-A015-A15.074 Transfers Out	\$6,500.00

*In preparation of transferring the money to the Belmont County Drug Task Force Fund/Y88.*

**BELMONT COUNTY RECORDERS/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0121-A006-B02.002 Salaries	E-0121-A006-B11.000 Other Expenses	\$ 53,000.00

**BELMONT COUNTY SHERIFF'S/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A06.011 Contract Services	E-0131-A006-A02.002 Salary Admin	\$ 3,500.00
E-0131-A006-A10.000 Transport Prisoner	E-0131-A006-A02.002 Salary Admin	\$ 2,155.00
E-0131-A006-A09.000 Medical	E-0131-A006-A02.002 Salary Admin	\$ 10,000.00
E-0131-A006-A19.000 Clothing	E-0131-A006-A02.002 Salary Admin	\$ 5,100.00
E-0131-A006-A17.012 Cruisers	E-0131-A006-A02.002 Salary Admin	\$ 588.00
E-0131-A006-A04.002 Salary-Road	E-0131-A006-A03.002 Salary-Jail	\$ 23,000.00
E-0131-A006-A17.012 Cruisers	E-0131-A006-A03.002 Salary-Jail	\$ 4,412.00
E-0131-A006-A04.002 Salaries-Road	E-0131-A006-A02.002 Salaries-Admin	\$ 15,000.00

**BELMONT COUNTY VETERAN'S COMMISSION/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0161-A009-C06.000 Relief Allowances	E-0160-A009-D07.003 PERS	\$ 10,000.00

**ENGINEER/ BRIDGES & CULVERTS AND MVGT ROADS FUND K00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K26.000 Materials	E-2812-K000-K13.012 Equipment	\$ 23,887.60
E-2813-K000-K27.012 Equipment	E-2812-K000-K13.012 Equipment	\$ 3,908.36

**FOR THE VARIOUS BELMONT COUNTY SANITARY SEWER DISTRICT FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS #2</b>	<b>WWS #2</b>	
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P35.005 Medicare	\$ 1,000.00
E-3701-P003-P17.002 Salaries	E-3701-P003-P21.000 Materials	\$ 10,000.00
E-3701-P003-P17.002 Salaries	E-3701-P003-P23.011 Services	\$ 100,000.00
E-3701-P003-P17.002 Salaries	E-3701-P003-P18.010 Supplies	\$ 1,000.00
<b>WWS #3</b>	<b>WWS #3</b>	
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P35.005 Medicare	\$ 1,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P23.011 Services	\$ 50,000.00
<b>SSD #1</b>	<b>SSD #1</b>	
E-3704-P051-P01.002 Salaries	E-3704-P051-P06.000 Services	\$ 5,000.00

<b>SSD #2</b>	<b>SSD #2</b>	
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P07.011 Services	\$ 40,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P09.000 Sewage Disp	\$ 40,000.00
Upon roll call the vote was as follows:		
	Mr. Probst	Yes
	Mrs. Favede	Yes
	Mr. Coffland	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Favede seconded by Mr. Coffland to approve the following transfers within the following funds:

**BELMONT COUNTY JFS/SENIOR PROGRAM FUND S70**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5005-S070-S05.011 Contracts	E-5005-S070-S02.003 PERS	\$ 5,000.00
E-5005-S070-S05.011 Contracts	E-5005-S070-S06.006 Hospitalization	\$ 16,000.00
E-5005-S070-S05.011 Contracts	E-5005-S070-S07.010 Supplies	\$ 100,000.00
E-5005-S070-S05.011 Contracts	E-5005-S070-S09.000 Other Expenses	\$ 34,000.00
E-5005-S070-S01.002 Salaries	E-5005-S070-S09.000 Other Expenses	\$ 10,000.00
E-5005-S070-S01.002 Salaries	E-5005-S070-S10.000 Facilities	\$ 30,000.00

Upon roll call the vote was as follows:

	Mrs. Favede	Yes
	Mr. Coffland	Yes
	Mr. Probst	No

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfers between the following funds:

**BELMONT COUNTY GENERAL FUND AND THE**

**BELMONT COUNTY DRUG TASK FORCE FUND/Y88**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund-Miscellaneous</i>	<i>Drug Task Force Fund/Y88</i>	
E-0257-A015-A15.074 Transfers Out	R-9888-Y088-Y01.500 Donations	\$6,500.00

**BEL. CO. COMMON PLEAS/GENERAL SPECIAL MEDIATION FUND S54**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1544-S054-S01.002 Special Projects	R-0040-A000-A47.574 GF/Clerk of Cts Transfers	\$ 8,500.00

Upon roll call the vote was as follows:

	Mr. Probst	Yes
	Mrs. Favede	Yes
	Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission on following specified dates:

**November 20, 2012**

**BELMONT CO. SANITARY SEWER DIST. SEWER BOND INTEREST 006**

E-9203-O006-O04.051	Sewer Bond Interest	\$ 32,675.00
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**November 28, 2012**

**GENERAL FUND**

E-0051-A001-A50.000	Budget Stabilization	61,050.88
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*Partial appropriation of monies transferred from the closure of various idle funds.*

E-0055-A004-B05.000	Contracts-Repair	22,220.71
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*Partial appropriation of October Casino Revenue payment received 11/01/12.*

E-0257-A017-A00.000	Contingencies	\$120,000.00
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*Partial appropriation of monies received from the closure of various idle funds.*

*(Money will be earmarked for the Centerline Pavement Markings Project as approved/authorized by the Board of Commissioners on 10/03/12.)*

**LODGING EXCISE TAX FUND G50**

E-1910-G050-G01.000	Convention & Visitors Bureau	\$26,952.81
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**BELMONT CO. SANITARY SEWER DIST. BOND RETIREMENT 009**

E-9206-O09-O01.050	Bond Payment Ret. Fund	\$ 35,382.20
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**PROSECUTOR/PROSECUTOR'S EXPENSES W81**

E-1510-W081-P01.002	Salaries	\$ 5,000.00
E-1510-W081-P05.003	PERS	\$ 2,687.98

Upon roll call the vote was as follows:

	Mr. Probst	Yes
	Mrs. Favede	Yes
	Mr. Coffland	Yes

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

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies.

**Lodging Excise Tax - \$26,952.81** from Tourism Council as additional match for Sheriff's Residence Project/ODOT Grant.

**Closed 2011 Purchase Orders - \$18,006.00** from E-0051-A001-A10.000 Professional Services/PO 520511

**Closed 2011 Purchase Orders - \$527.60** from E-0051-A001—A28.000 Other Expenses/PO 520453

Upon roll call the vote was as follows:

	Mr. Coffland	Yes
	Mr. Probst	Yes
	Mrs. Favede	Yes

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

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

**DJFS** – Vincent Gianangeli and Dwayne Pielech to travel to Columbus, OH, on Nov. 27, 2012, to attend Quarterly Fiscal Meeting. Joe Ciappi (Volunteer) and Senior Members to travel to Wheeling, WV, on Dec. 3, 2012, for a Bellaire Senior Center outing. Jack Irwin and Senior Members to travel to Wheeling, WV, on Dec. 4, 2012, for a St. Clairsville Senior Center outing. Jack Irwin, Daisy Braun and Senior Members to travel to Pennsylvania on Dec. 7, 2012, for a St. Clairsville Senior Center outing. Joe Ciappi (Volunteer) and Senior Members to travel to Wheeling, WV, on Dec. 10, 2012, for a Bellaire Senior Center outing. Joe Ciappi (Volunteer) and Senior Members to travel to Cambridge, OH, on Dec. 12, 2012, for a Bellaire Senior Center outing. Jack Irwin, Daisy Braun and Senior Members to travel to Cambridge, OH, on Dec. 17, 2012, for a St. Clairsville Senior Center outing. Estimated expenses: \$157.20

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**OPEN PUBLIC FORUM** – Mr. Probst again advised any changes to the Senior Program will take months to complete. He said it is a complex organization with many contracts and employees. Time is needed to ensure any changes are done correctly. Mr. Probst announced the board will reconvene tomorrow at 8:00 a.m. to meet with the Port Authority Board. Also next week’s meeting of December 5 will start at 11:00 a.m. instead of the usual 10:00 a.m. time due to the board attending the Project Best Breakfast.

**IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE MARTINS FERRY EMS CONTRACT/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the third amendment to the Martins Ferry EMS Title XIX contract, on behalf of Belmont County Department of Job & Family Services, to increase the total contract amount from \$290,000 to \$350,000, effective November 1, 2012 through December 31, 2012, due to an increase in service and usage.

**AMENDMENT TO VENDOR AGREEMENT WITH MARTINS FERRY EMS**

The parties agree to increase the maximum amount of the agreement from \$290,000.00 to \$350,000.00 due to increases in usage. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /s/</u>	<u>11-28-12</u>
Dwayne Pielech, Director	Date
<u>Dave Snyder /s/ /</u>	<u>8-29-12</u>
Dave Snyder	Date
<u>Matt Coffland /s/</u>	<u>11/28/12</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr., /s/</u>	<u>11/28/12</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>11/28/12</u>
Belmont County Commissioner	Date
<u>David K. Liberati /s/ (Assistant)</u>	<u>11-27-12</u>
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH HESS OHIO RESOURCES, LLC/ENGINEER**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a **Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure** with Hess Ohio Resources, LLC, for use of 00.20 miles of County Road 80 (Lloydsville Bannock Rd) for ingress and egress for drilling activity at the Richland B Well Site, based upon the recommendation of Fred Bennett, County Engineer.

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Hess Ohio Resources, LLC, a Delaware limited liability company, whose address is 1501 McKinney, Houston, Texas 77010 (Hereafter “Operator”), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Richland Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and  
**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Richland B Well Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Richland B Well Site (hereafter collectively referred to as “oil and gas development site”) located in Richland Township, in Belmont County, Ohio; and  
**WHEREAS**, Operator intends to commence use of 00.20 miles of CR 80 (Lloydsville Bannock Road) for the purpose of ingress to and egress from the Richland B Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Richland B Well Site (hereinafter referred to collectively as “Drilling Activity”); and  
**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and  
**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;  
**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.  
**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.  
**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR 80 (Lloydsville Bannock Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with US-40 and headed north for approximately 00.20 miles ending at the intersection with Richland Township Road 264 (Lude Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 80 (Lloydsville Bannock Road) for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of N/A & 00/100 DOLLARS (\$ N/A .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that Ohio Attorney General Opinion 2012-029 was issued on September 19, 2012, holding that the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on November 28, 2012.

Executed in duplicate on the dates set forth below.

**Authority**

**Belmont County**

By: Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Belmont County Commissioner

By: Ginny Favede /s/

Ginny Favede, Belmont County Commissioner

By: Matt Coffland /s/

Matt Coffland, Belmont County Commissioner

By: Fred F. Bennett /s/

Fred F. Bennett, Belmont County Engineer

Dated: 11/28/12

Christopher M. Berhalter /s/

Christopher M. Berhalter, Belmont County Prosecutor

**Operator**

**Hess Ohio Resources, LLC**

By: Joaquin M. Martinez /s/

Joaquin M. Martinez, Operations Manager

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.

- 3) Upgrade CR 80 in accordance with the attached plans and/or county standards (see Exhibit A, attached hereto and made a part hereof).
- 4) Maintain CR 80 during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law, when applicable.
- 7) Properly complete and submit to the Belmont County Commissioner’s designated Prevailing Wage Coordinator (Jack Regis, (740)310-3402) any and all forms and reports necessary to show compliance.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority’s cost and expense, including snow/ice control, mowing, etc.
- 3) Waive bond requirements in paragraph 5 of the Agreement above as Operator has provided an engineering and geotechnical report and provided the proposed upgrade and maintenance plan attached hereto as Exhibit A.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 9 FOR WALLER CORP./ADAPTIVE REUSE OF THE FORMER SHERIFF’S RESIDENCE/TOURISM**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Change Order No. 9 in the amount of \$4,286.21 for Waller Corporation for the Adaptive Reuse of the former Belmont County Sheriff’s Residence based upon the recommendation of Chambers, Murphy & Burge, Project Architects; this is for plumbing, asphalt and concrete work required for the waterline extension to the building from the main. Existing waterline was found to be severed due to a vault cave-in.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING THE REQUEST OF THE BELMONT CO. CIC/DOD FOR THE TRANSFER OF FOX COMMERCE PARK LOTS #25 AND #29 TO THE CIC**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the request of the Belmont County Community Improvement Corporation/Department of Development for the transfer of **Fox Commerce Park (FCP) Lots #25 and #29 to the CIC** for future sale. These transfers represent the last 2 lots to sell at FCP.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 10 FOR WALLER CORP./ADAPTIVE REUSE OF THE FORMER SHERIFF’S RESIDENCE/TOURISM**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Change Order No. 10 in the amount of \$ 58,120.07 for Waller Corporation for the Adaptive Reuse of the former Belmont County Sheriff’s Residence based upon the recommendation of Chambers, Murphy & Burge, Project Architects; this is for the second floor tenant space build-out. Contract Time will be increased by seventy-five (75) days.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING REQUEST FROM TOURISM COUNCIL FOR ADDITIONAL MONIES FROM THE LODGING EXCISE TAX RECEIPTS /ADAPTIVE REUSE OF THE FORMER SHERIFF’S RESIDENCE**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$ 26,952.81 from the lodging tax receipts for the adaptive reuse of the historic Belmont County Sheriff’s Residence project.

*Note: This is in addition to their monthly \$20,000 allotment for operating expenses.*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF FINAL PLAT APPROVAL FOR REQUEST FOR SET BACK VARIANCE FOR STENGER SUBDIVISION, UNION TOWNSHIP, SEC 13 T-8, R-5**

**“Hearing Had-10:30 A.M.”**

Present for the hearing were Engineer Fred Bennett and Ruth Graham, Engineer’s Drafting Technician; Robert DeFrank of The Times Leader and Al Molnar of The Intelligencer. Ruth presented map. She explained this is a private roadway and the foundation encroaches on setback. The other two owners in subdivision have no problem with this request.

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the variance request of Donald V. Farrell, property owner, for a four and one half foot (4.5’) building setback, from 30 feet to 25.5 feet, for Lot #2 located in Stenger Subdivision as recorded in the Belmont County Recorder’s Cabinet F, Slides 39 and 41, Union Township Section 13, T8, R5, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF FINAL PLAT APPROVAL FOR  
HIDDEN SPRINGS EIGHTH ADDITION  
RICHLAND TOWNSHIP SEC 18, T-7, R-4**

**“Hearing Had-10:45 A.M.”**

Present for the hearing were Engineer Fred Bennett and Ruth Graham, Engineer’s Drafting Technician; property owner Gary Mallett; Robert DeFrank of The Times Leader and Al Molnar of The Intelligencer. Ruth advised this is the final addition. It is putting Lots #68, 69 & 70 into place. This utilizes all of Mr. Mallett’s property with the exception of some he has residual by St. Rt. 9. These three lots are approved for septic at the beginning of this month on Nov. 6. Mr. Probst asked if anyone wished to comment. No comments, therefore, the board proceeded.

**“FINAL PLAT APPROVAL”  
O.R.C. 711.05**

Motion made by Mr. Probst and to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Hidden Springs Eighth Addition, Richland Township, Sec. 18, T-7, R-4, which appears to be regular in form and approved by the proper parties;

**THEREFORE**, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Coffland seconded the motion and upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**11:15 Belmont Co. Prosecutor Chris Berhalter and Martins Ferry Police Chief John McFarland  
Re: Transfer of funds to Belmont County Drug Task Force**

In attendance at today’s presentation were Martins Ferry Police Chief and Drug Task Force Commander John McFarland, St. Clairsville Police Chief Martin Kendzora, Bridgeport Police Chief A.H. Klotz, Bethesda Police Chief J.D. Campbell and Prosecutor Chris Berhalter. Mr. Probst said that the board has been watching what the Drug Task Force, Prosecutor and law enforcement have been doing regarding drug deals within Belmont County. He stated they were very appreciative of the work. He noted that drugs in our different communities throughout the county affect everyone’s lives in some way. He advised the board is willing to do whatever they can to help combat the “war on drugs.” It takes equipment, financing, and manpower. Mr. Probst said, “We want the drug dealers to realize too, if they are going to do this in Belmont County, that there is going to be somebody looking over their shoulder and they are going to be dealt with.” He told the task force they have done a great job and the board appreciates their efforts. Mr. Coffland agreed that they have done a good job and voiced his appreciation. Mrs. Favede said the level of crime that is associated with drugs is shocking to her. She also stated her appreciation and said the board is obligated to do what they can to keep our county communities safe. Mr. Probst announced the board was able to secure some funding to help out with the Drug Task Force. Talks were held with Prosecutor Berhalter about possibly transferring those funds to him to then be transferred to the Drug Task Force. Mr. Berhalter thanked the board and stated he hoped the board realized what a big difference this is going to make. The Drug Task Force has been in existence for about 5 years. Mr. Berhalter said what they have been able to accomplish is nothing short of amazing. They have done it on a shoestring budget with each little law enforcement department in Belmont County contributing. This donation will allow them to do even more. On behalf of the drug task force, he again gave thanks and said this does make a difference. Chief McFarland stated the drug problem in the county is serious including the prescription drug problem. In the future he would like to sit down with the board and give them an idea of how one investigation takes place and the amount of time and money that gets put into it. The Drug Task Force members are dedicated and most of the time donate their free time to investigate. Chief McFarland said every community is struggling with budget cuts and are not able to afford to pay someone overtime. They have set a lot of goals for 2013 and this donation will help the task force meet those goals. Chief Kendzora added that they were fortunate that Chief Zdanski spearheaded this organization and more thankful to have Chief McFarland. Mr. Probst said the board would like to make a \$6,500.00 annual donation, at the very least, as long as we can afford it.

**IN THE MATTER OF APPROVING THE TRANSFER OF MONIES FROM  
THE GENERAL FUND TO THE BELMONT CO. DRUG TASK FORCE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the transfer of six thousand, five hundred dollars (\$6,500.00) from the Belmont County General Fund to the Belmont County Drug Task Force Fund.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:40 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Dwayne Pielech, Director; Lori O’Grady, HR Manager; and Vince Gianangeli, Business Administrator, Belmont County Department of Job & Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 1:15 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to exit executive session.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 1:16 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Christine Palmer, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 2:05 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to exit executive session.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**RECONVENED NOVEMBER 29, 2012 (THURSDAY) AT 8:06 A.M. WITH ALL COMMISSIONERS PRESENT TO MEET WITH MEMBERS OF THE PORT AUTHORITY BOARD AND THEIR DIRECTOR LARRY MERRY.**

**PRESENT: Larry Merry, Glynis Valenti, Marty Gould, Scott Mazzulli, Mark Esposito, Bill Knox, Bill Weekley, Mike Schucker, Lisa Armann-Blue, Mark Thomas, Dwayne Pielech, Attorney David Kessler, Robert DeFrank of The Times-Leader and Al Molnar of The Intelligencer.**

**DISCUSSION HELD RE: PORT AUTHORITY** – Port Authority Chairman Marty Gould stated that during their last meeting a few issues came up that surprised some of their board members so they asked for a meeting with the Commissioners to discuss the same. Mr. Gould said he thinks there is a lack of communication between the two entities. He said things are happening so fast with the oil and gas industry, if you miss a single meeting, you’ve missed two months of activity. Communication with the County Commissioners he felt was somewhat lax as far as the direction the Port Authority is moving. For example, a proposed injection well that would have been constructed at the East Ohio Regional Industrial Park was met with opposition by the Board of Commissioners. Mr. Gould thought that everyone was in favor of it and it appeared to be money making deal for the Port Authority. He noted he too was totally against this in the beginning until he became educated on what injection wells are and what they encompass. The Port Authority received a letter from the Board of Commissioners stating they were not in favor of the injection well at the EORIP, but Mr. Gould said the letter did not state a reason why other than that the Ohio County Commissioners Association was not approving injection wells and did not want them in the State of Ohio. Prior to that for the previous three months, he thought everyone was on the same page. The Port Authority is honoring the Commissioners’ request and not going forward with the injection well. Mr. Gould said financially and environmentally he believes it to be safe, but will honor the boards’ request and vote against the injection well. He suggested the two boards get together more often or have a better system of communication.

Larry Merry advised they did a summary report on what the Port Authority has done in the last year. He read through a list of projects completed. Scott Mazzulli said there had been an issue of what tax abatements could be offered to a potential new business. Mr. Merry stressed the need for a system that allows a quick response. He said he needs structure to where he has parameters for certain level type projects that incentives are either available or not. The Port Authority does not make those decisions as it involves school boards, townships, municipalities and the county.

Mr. Gould said he has concerns about their constitutional by-laws now as they are not in compliance at all. Their by-laws need updated, including how many Commissioners are on the board. He thought the Commissioners may want to add 2 members to make the total 9. One board member may be resigning. If that happens, the Port Authority is in favor of keeping it to a 7 member board. Part of the reason they wish to keep the number at 7 is due to making it easier to obtain a quorum. He also said this needs coordinated so that their website has correct information.

Mr. Pielech said he thinks some of the responsibility rests on the side of the Port Authority Board and suggested doing an organizational meeting. As a two year board member, he says he has never received a copy of the by-laws. Mr. Pielech stated he agreed with the Commissioners regarding the injection well. He is opposed to it since we are so closely located to other states and he felt they need to put moratoriums on drilling and injection wells. He said we should not take other state’s frack water when we are not getting the oil and gas jobs yet.

Mr. Probst said he does not think there is an issue with a 7 member board. He advised the tax abatement is out of all of our hands. Since this issue has come up, he asked if Larry and his board has met with anyone to find out how tax abatements work in case it comes up again. Mr. Mazzulli said he knows nothing about that. Mr. Probst said the Port Authority should have had a work session by now to find out how tax abatements work. Mr. Probst said if you offer something on paper it’s the law. He does not know what happens with the Ohio Revised Code. There are steps that you have to go through. Mr. Merry said all entities involved would have to agree on a tax abatement. There are very structured steps. Mr. Probst noted when Mr. Merry wanted an answer on a tax abatement, the Commissioners could not authorize him to do that. As for the injection well, Mr. Probst said once the board found out what was going on, he called Mr. Merry and let him know he was opposed to it. If the Port Authority would have decided to go ahead with it, he wanted them to know the board opposed it.

Mr. Coffland said he has attended many Port Authority meetings. He noted his involvement in the projects listed in the Port Authority’s summary report. Regarding the injection well, he said he was in favor of it until CCAO gave their opinion. Mr. Coffland said he is more against out of state companies using us as a dumping ground.

Mrs. Favede also stated the board was and still is against the injection well. She said as far as the tax abatement is concerned, she advised that no one in the room was against tax abatements. She thinks the issue became, for her, the amount and the terms, with no discussion with the board. It was presented at a very late hour. We cannot drop everything we are doing and sit down with anyone. Had it been presented in an option, she said the board would have had a meeting, but we did not have that opportunity. She stated she believed that is where the angst came from, the decision was made and then we were told. There is a formal process to tax abatement. She did clarify that the website was updated last year. She thinks Larry is struggling to keep it updated. We got a contract from a company that would actively give him the ability to update it. She said it is very attractive at this point.

Mr. Probst advised Fox Commerce Park is full and we are turning people away who are looking for sites. Those potential buyers sometimes then go to other counties. We need another industrial park today. There are four people working with private developers now and we hope they stay within our county. We are looking at another 200 acres to form another industrial park. Mr. Merry asked if they were referred to the Port Authority for those projects. Mr. Probst said it is not conducive to your park yet because they want to start to build now. Mr. Merry said he thought they could do that. Infrastructure would be available or addressed in Barnesville. Mr. Gould said their sole purpose is economic development in the county. Mr. Merry advised natural gas, water and roads are in place. Electric would have to be run up over the hill. Sewer would have to be temporary situation until permanent situation is corrected. Bill Knox spoke of the Children’s Home property which does have water and sewer. He said it is beautiful property for economic development, but needs roads. He said to send people out to them.

The discussion returned to the subject of injection wells and fracking water. Mr. Gould said his biggest concern is the public is not educated on what an injection well is. He referred to Mr. Coffland’s comment that “Ohio was being used as a dumping ground for the water being placed in the injection wells.” He said that in itself brings up an ugly picture. He further stated it makes it appear this is poisoned water and they are bringing it into our state and dumping it because they don’t want that poison water in theirs. Mr. Gould advised that is not the fact. Mr.



Coffland then asked, "Well then why don't they?" Mr. Gould advised there are 144 injection wells in the state of Ohio and he gave the following explanation: Fifty-five percent (55%) of those are injected with out of state water from West Virginia and Pennsylvania. He said the reason they don't inject in those states is because the rock formation is not as such that it is conducive to putting that water in. The fracking process doesn't separate the rock formation in West Virginia and Pennsylvania like it does in Ohio. They can get very, very little water into their injection wells in those two states. It is not that the water is poisonous or dangerous or polluting our drinking water system. That is a misconception that one might have in the general public.

Mr. Coffland wanted to clarify it is not so much the water, but that we make nothing to receive that water in this county. They are tearing up roads and bridges and there is no incentive for us to justify why we are taking it. There is no mechanism in place in the State of Ohio that we are receiving any tax on the raw water. They are beating up our infrastructure and we receive nothing in return.

Mr. Gould said he agrees with everything Mr. Coffland just stated. Those are issues that need addressed. He just wants people to base their decisions on education, not panic and fear. Mr. Pielech added that he thinks the public needs to be reassured this isn't the only county in Ohio that is questioning injection wells. He also said there are many experts who will tell you it is not a healthy thing. It is a very polarizing issue not only in Ohio, but in the industry. Mr. Probst said the general public just doesn't want that kind of business in our county, so we react to that. We respect that.

Mr. Gould concluded by asking at least one commissioner attend the Port Authority meetings and bring information back to the others.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:25 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Attorney David Kessler and Christine Palmer, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:15 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to exit executive session.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:16 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 10:16 a.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Read, approved and signed this 5th day of December, 2012.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

We, Charles R. Probst, Jr. and Jayne Long, 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.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK