

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, absent, Commissioners and Mae Whiteley, Assistant Clerk of the Board. Minutes of the meeting of August 1, 2001, were read, approved and signed.

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

IN THE MATTER OF THE 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. Olexo, seconded by Mr. Probst 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.

Claim of	Purposes	Amount
Fire Protection Service	Inspection/Bethesda Satellite Bldg-Gen	\$50.00
Perkin Elmer Instruments	Security Supplies-General Fund	221.40
Amy Busic	Guardian ad litem fees/Common Pleas-Gen	637.50
Crowne Plaza Quaker Square	Clerk's conference exp/Northern Ct-Gen	372.00
Jeanie Strong, Clerk	Registration fee/Fall Mtg/Northern-Gen	150.00
Barnesville Companion Animal Hosp	Medical expenses-Dog & Kennel	148.00
Yorkville Bd of Trustees Public Affairs	Sewage disposal-Sanitary Sewer	1,191.78
Contingency Fund Replen-GGH	Contingency fund-Girls Group Home	129.92
Beth Oprisch, Sargus Director	Travel & Training-District Detention	90.74
Xerox Corporation	Lease payment/Clerk of Cts Cert of Title	78.30

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

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for August 3, 2001 as follows:

FUND	AMOUNT
General	\$4,947.13, \$9,037.98
General/Disaster Services	\$553.78
BCDJFS Public Assistance	\$41.40
Engineer's MVGT	\$226.40, \$13,355.91
Sanitary Sewer District	\$5,296.79, \$3,587.72,
Oakview Administration Bldg.	\$2,371.90
Oakview Juvenile Rehab District	\$5,209.71
Sargus Center	\$4,389.78
Group Homes	\$660.86
Job Training	\$13.20, \$1.20

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND /BELMONT COUNTY
SANITARY SEWER DISTRICT FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of July, 2001.

FROM	TO	AMOUNT
T10T04 WSGDF Transfer Out	0000P03 WWS #2 01004002	274.48
T10T04 WSGDF Transfer Out	0000P05 WWS #3 01004002	368.14
T10T04 WSGDF Transfer Out	0000P51 SSD #1 03004002	187.53
T10T04 WSGDF Transfer Out	0000P53 SSD #2 04004002	62.02
T10T04 WSGDF Transfer Out	0000P55 SSD #3A 06004002	134.86
Total		\$1,027.03

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF BID
OPENING FOR BETHESDA C-CAP SCHOOL
EMERGENCY LIGHTING AND ALARM SYSTEM

BID OPENING

This being the day and 9:30 A.M. being the hour that bids were to be on file in the Commissioners' Office for the Bethesda C-Cap School Emergency Light and Alarm project, they proceeded to open the following bids.

Davison Electric 15 S. 5 th St. Martins Ferry, OH 43935	Bid Bond	\$23,500.00
Yahn Electric 113-17 th St. Wheeling, WV 26003	Bid Bond	27,990.00
Erb Electric 310 Main St. Bridgeport, OH 43912	Bid Bond	31,140.00

Present for the bid opening were Edmund J. Yahn, Sr., Yahn Electric, Bill Eddy, Buildings and Grounds Superintendent, William Hooker, AIA, Architect, Joselyn King, Times Leader and Jeremy Midei, Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Olexo to turn bids over to Bill Hooker, Architect and Bill Eddy, Belmont County Buildings and Grounds Superintendent for review and recommendation.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF DISCUSSION HELD
RE: WATERLINE EASEMENT AGREEMENT

Commissioner Olexo moved to the tabled motion from the meeting of August 1, 2001, which pertains to the Green Easement Agreement. Commissioner Probst stated that he had been in contact with both Green and Associates and Dave Grum. He felt at this time that the easement agreement seems as though it will be ok and the developer is ready. Commissioner Probst stated he does not want to stop progress, however, in the past the Commissioners had an agreement with Green and Associates and the Ohio Valley Mall, that had gone unsigned. He continued that, "The county needs to get this agreement signed to protect the taxpayers' money. If something happens, the burden would fall to the county. The Commissioners would be responsible. However, if the developer would put up a bond, then after one year, the Commissioners would take over the responsibility." Commissioner Probst continued that he had concerns that there was not an agreement yet signed between Green and Associates and the Commissioners, stating that in the past the Commissioners have inherited both good and bad from other Commissioners and he is attempting to protect the Board of Commissioners from future liability.

IN THE MATTER OF APPROVING
EASEMENT AGREEMENT RE: OHIO VALLEY MALL, CAFARO COMPANY

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the easement agreement between the Ohio Valley Mall, Cafaro Company, and the Board of Belmont County Commissioners pending the signing of an agreement between Green and Associates, St. Clairsville, Ohio and the Board of Belmont County Commissioners.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
MINUTES OF BELMONT COUNTY COMMISSIONERS
REGULAR MEETINGS

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the signing of the minutes of the regular Board of Commissioners meetings of June 27, 2001 and July 3, 2001.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING
MINUTES OF THE COUNTY HOME JOURNAL

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the signing of the minutes of the County Home Journal for the months of January 2001 through May 2001.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF OPWC
PROJECT GRANT AGREEMENT/
OHIO LOCAL TRANSPORTATION IMPROVEMENT
PROGRAM/RE: OPWC PROJECT # CRM 14/RESURFACING LOCAL ROADS-
PROJECT #15

Motion made by Mr. Probst, seconded by Mr. Olexo to enter into the following agreement.

OHIO PUBLIC WORKS COMMISSION
PROJECT GRANT AGREEMENT
OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this 1st day of August, 2001 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and Belmont County, Belmont County (hereinafter referred to as the "Recipient"), located at 101 West Main Street, St. Clairsville, Ohio 43950-, in respect of the project named Resurfacing Local Roads - Project #15, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed Two Hundred Eighty-Five Thousand, Four Hundred Ten Dollars (\$285,410) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivision (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with one or more Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvements Projects; (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Project which have been approved by the Director;

WHEREAS, pursuant to Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Section 164.14 of the Revised Code permit a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the construction, reconstruction, improvement, or planning of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project described in Appendix A of this agreement has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient; and

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"Act" means Chapter 164 of the Revised Code, enacted and amended thereunder, together with Chapter 164-1 of the Ohio Administrative Code (the "Administrative Code").

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, and improvement, roads and bridges of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the Chief Executive Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the Chief Fiscal Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the acquisition, construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees created pursuant to Section 164.04 of the Revised Code, the Executive Committees created pursuant to Section 164.04 of the Revised Code, and Government Subcommittees created pursuant to Section 164.06 of the Revised Code.

"Fund" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; the board of township trustees if a township;

"Local Subdivision" means any county, municipal corporation, or township of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of these percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project and as designated pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds disbursed to the Recipient pursuant to Revised Code Section 164.14 as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Transportation Infrastructure" means any highways, roads, streets, or bridges and the necessary safety appurtenances thereto constructed, reconstructed, expanded, improved, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include section, provision or chapter as from time to time may have been duly amended, modified, supplemented, or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereto", "hereunder", and similar terms refer to this Agreement and term "hereafter" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION 2. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the Grantor hereby grants to the Recipient moneys from the Fund, not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the Grantor under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs

certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2 for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the Grantor shall be made directly to the Contractor that performed the work and originated the invoice, unless the Grantor expressly authorizes Recipient to use the reimbursement method specified in Paragraph (A) (4) (B) of Rule 164-1-22 of the Administrative Code.

A. Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager as set forth in Appendix B of this Agreement.

B. Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(B). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and complete, initiate a voucher in accordance with the terms of the preceding sentence, the Director shall forward it, by regular, first class, United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
2. If the request is for disbursement to the Recipient pursuant to Paragraph (A) (4) (B) of Rule 164-1-22 of the Administrative code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. The Project Manager's certification pursuant to this Section 6(B) of this Agreement;
4. The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
5. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

In the event that any money is disbursed to the Recipient pursuant to this Section 6(B) of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof.

The Recipient represents that the Project was initially purchased, constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

C. Disbursement Submittal Deadlines. The Recipient shall submit no more than one Disbursement Request per calendar month.

D. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, redeem or otherwise pay debt service on all or any part of any governmental obligations.

E. Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of a formal Amendment to this Agreement.

F. Excess Moneys. In the event that the Recipient determines that it will no longer require all or any portion of the moneys provided pursuant to Section 2 hereof for authorized Project purposes, such as acceptable construction bids being received in dollar amounts significantly below project budget-related cost estimates, the Recipient shall mail, by first-class mail postage prepaid, a written notice to the Director. Such notice shall state (1) that the Recipient does not intend to use certain moneys made available to it pursuant to Section 2 hereof for authorized Project purposes and (2) the amount of such moneys no longer required. Upon receipt of such notice, the moneys specified therein shall no longer be available to pay costs relating to the Project.

G. Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, Recipient may, with the approval of its District Public Works Integrating Committee, apply to the Director for supplemental assistance. The Director may approve such supplemental assistance. The Director may approve such supplemental assistance only if the Recipient demonstrated to the Director's satisfaction that such funding is necessary for the completion of the Project and that the cost overrun was the result of circumstances beyond the Recipient's control, that it could have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

H. Project Completion Report. By executing the Project Completion Report section provided in Appendix E, page 2 of this Agreement, the subdivision certifies that the Project is completed, and that the subdivision will submit no additional invoices. When executed, this section represents the complete understandings between the OPWC and the subdivision as to the status of the Project. No other agreements, negotiations, conversations, or any other communications of any form may be submitted as evidence of the Status of the Project. The OPWC will not accept or receive disbursement requests subsequent to the subdivision's execution of the Project Completion Report.

SECTION 7. Retainage. Except as provided in the second sentence of this Section 7, Recipient shall comply in all respects with the requirements of Sections 153.12, 153.13, and 153.63 of the Revised Code, or other law applicable to it, but not limited to, the provisions thereof, to the extent applicable to Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow amount established pursuant to Section 153.63 of the Revised Code. Upon written notification to and approval of the Director, Recipient may use its legally applicable construction contract requirements for the project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Section 153.12, 153.13, 153.14, and 153.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

A. Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement, a description of the manner or mechanisms of providing its local share of Projects funds.

B. Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the OPWC as follows:

A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;

C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;

D. Recipient has complied with all procedures, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;

E. Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

F. Use of Proceeds. With respect to the Project to be financed by moneys provided pursuant to Section 2 hereof:

i. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Act;

ii. All of the Project is owned, or will be owned, by the Recipient or another Tax-Exempt organization;

G. Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

H. Ohio Products. The Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use, Ohio products, materials, services and labor in connection with the Project;

I. Equal Employment Opportunity. Recipient shall require that all contractors and subcontractors working on the Project comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Administrative Code, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9;

J. Prevailing Wage. Recipient shall comply, and shall require that all Contractors and subcontractors working on the Project comply, with the prevailing wage requirements contained in Sections 4115.03 to 4115.16 of the Revised Code.

K. Construction Bonds, Insurance and Supervision.

I. The Recipient shall require that each of its construction contractors furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

II. The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract, Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

III. The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the Grantor, at the Grantor's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Grantor may from time to time reasonably require. The Recipient shall submit to the Grantor a final narrative report detailing the results of the Project and the expenditure of funds made pursuant to this Agreement. The Recipient shall submit the final narrative report to the Grantor no later than 90 days after the completion of the Project.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director or his representative access to and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient

simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. The Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

SECTION 14. Termination. Grantor's obligations under this Agreement shall immediately terminate upon the failure of Recipient to comply with any of the terms or conditions contained herein. Upon such termination, Recipient shall be obligated to return any moneys delivered to Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which the Grantor formally notifies Recipient that all findings set forth in the final report of audit required in Section 8 have been satisfactorily resolved.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersedes any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement, be construed to be a waiver of any subsequent breach under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within forty-five (45) day limit described herein will result in this Agreement being declared null and void, and the OPWC

funds committed herein will be returned to the District Public Works Integrating Committee for reallocation. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project # CRM14 as of the date first written above.

RECIPIENT

Charles R. Probst, Jr. /S/
Hon. Charles Probst/Co. Commissioners
Pres. Belmon County Courthouse
101 W. Main Street
St. Clairsville, Ohio 43950

Mae Whiteley /S/
WITNESS

APPROVED
FINANCE & ADMINISTRATION
MRM /S/

GRANTOR
STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

By: W. Laurence Bicking /S/
W. Laurence Bicking, Director
Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, Ohio 43215

Paul Michael Miller /S/
WITNESS

Upon roll call the vote was as follows:
Mr. Probst Yes
Mr. Olexo Yes

IN THE MATTER OF DISCUSSION HELD
RE: KILGORE RD RESIDENTS

Mrs. Keefer of Kilgore Road stated that at a recent Belmont County Farm Bureau meeting, they passed a motion to notify local, state, and federal governments of their request to limit the usage of the offset brush hog used to clear vegetation on the sides of the roadways. She stated that they would like to see the operator's of this equipment adequately trained and that use of it be limited to only areas where other equipment is not useable. She states they are not asking to not keep the road way cleaned, they are asking for discretion. Commissioner Olexo informed Mrs. Keefer that the Commissioners have no control over the issue. The County Engineer is who dictates this operation. Mrs. Keefer stated she was aware of that and they had brought this problem to the Commissioners because they were not pleased with the results from contacting Mr. Bennett, County Engineer.

IN THE MATTER OF DISCUSSION HELD
RE: WATERLINE ISSUES

Tina Sauvageot was in attendance to thank the Commissioners for their recent testing of six (6) of the ten (10) homes in her neighborhood. She stated the residents had not received the results from the recent testing, however, she had been verbally informed that one other home making a total of two was found to contain e coli bacteria. Another home was found to contain chloroform in its well water. She also informed the board that the state is also going to test the wells. Commissioner Probst stated that he had received a phone call but nothing in writing as of yet. John Christopher, Director of Belmont County Sanitary Sewer District, had contacted Commissioner Probst with the test results. Commissioner Olexo stated that the Ohio Department of Natural Resources (ODNR) would search for mine related minerals, and if any are found this will allow the Commissioners to apply for outside funding in helping the residents. He stated the findings already show the dire need of the residents. The Commissioners will be getting together with John Christopher and Dave Grum, Consultant and will gather the information and review it, once the results are in. Tina offered that one vacant home was not tested and is not on the petition. Commissioner Probst said that Mr. Grum is aware of the findings and putting together a study. He informed her that the state would get back to the Commissioners within 10 days of testing.

IN THE MATTER OF DISCUSSION HELD
RE: HOUSE BILL 94 RELEVANT TO BURIAL ASSISTANCE

Present for the discussion of House Bill 94 discussion were:
Jerald S. Fiutem, R. Gregory Heslop, Wilson L. Toothman, Jeffrey L. Toothman, William L. Toothman, Drew Seabright, Joel Braido, James W. Bayliss, Allan G. Ketzell, Tim Shields, Clark ?. Toothman, ? M?, Frances Borkoski, Herman Bu?, State Representative Charles Wilson

IN THE MATTER OF DISCUSSION HELD

RE: HOUSE BILL 94 RELEVANT TO BURIAL ASSISTANCE (CONT'D)

The Honorable Charles Wilson was in attendance to discuss House Bill 94 with the board as well as local area funeral directors. The proceedings were as follows:

Mr. Wilson explained that House Bill 94 pertains to the state budget, which has been cut dramatically. The area pertinent to this discussion is indigent burial. H.B. 94 came about April of this year during a finance committee meeting where Mr. Wilson heard former Director, Finance Committee, Jacqueline Romer-Sensky give testimony on cuts for indigent burial. Through July 1, 2001, the state offered up to seven hundred fifty dollars (\$750.00) per person to the funeral director for expenses of indigent burial. He feels the state does not understand that this money does not go to the funeral directors, but to the costs incurred during burial. The issue then becomes whose responsibility is it to pay for indigent burial? According to Ms. Romer-Sensky, the county, township, or mayor would be accountable for these costs. Mr. Wilson had been working on getting the amount raised from seven hundred fifty dollars (\$750.00) to fifteen hundred dollars (\$1,500.00). There are over 2.2 million dollars in breaks. He continued that the economy has slowed down and the consequences are the cuts being made. He furthered this discussion with details of a recent indigent burial his own company had dealt with during the past month. He wanted to bring this issue up at the recent Belmont County Roundtable session; however, he felt it best to discuss it with the funeral directors first. This issue needs dealt with and common sense needs to apply. What can we do logically to handle this?

Commissioner Olexo offered to go over a handout briefly, which had been given to those in attendance, "We want to know how everyone feels. Are you aware of this change? We sent a letter, with no response. The funding has been cut yet the expense has to be met." Joe Braido, Owner, Kelly-Kemp-Braido Funeral Homes, stated there are not a large number of indigent burials during the course of a given year, and as a courtesy to the community, most funeral directors will cover the cost themselves rather than try to get a village or township to support this effort. Commissioner Probst stated that the Commissioners would do what they could to prevent the trickle down effect of budget cuts in this area from further hurting the townships.

It was determined there is county burial property on State Route 331. This cemetery is available for such burials. Commissioner Olexo asked that the funeral directors meet and comprise a written proposal as a group stating what is fair in terms of cost and clarify terms such as "claimed/ unclaimed". This proposal would then be brought to the Board for review. Commissioner Olexo reiterated that this proposal must follow code according to O.R.C.

IN THE MATTER OF ADJOURNING

COMMISSIONERS MEETING

Motion made by Mr. Probst, seconded by Mr. Olexo to adjourn the meeting.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

Read, approved and signed this 8th day of August A.D., 2001.

_____ COUNTY COMMISSIONERS

Mark A. Thomas, Absent

We, Ryan E. Olexo and Mae Whiteley, President and Assistant 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

_____ ASSISTANT CLERK

