

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 Darlene Pempek, Clerk of the Board. Minutes of the meeting of April 18, 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
James Teasdale	Reimburse expenses-General	41.23
Bel Co Fire & Squad Assoc	Monies/dry hydrants-General	12,200.00
Sam's Club	Food items-General	483.69
Columbia Gas	Service/Jail-General	927.11
Power City Plumbing & Heating	Electric service/MF Bldg-General	137.50
Cumberland Trail Fire District	Contract service/Jail-General	2,500.00
Jeff's Auto Body & Collision	Repair C-Cap vehicle-General	629.93
Mark H. Fry	October mileage-General	250.00
Belmont County Human Services	Oct mandated share/Grants-General	30,119.75
Ohio Community Correction Org.	2001 Annual Conf/Common Pleas-Gen	195.00
St. Clair Auto Parts, Inc.	Cruiser parts-General	23.88
Belmont National Bank	Conference expenses-General	896.41
Charles R. Probst, Jr.	Reimburse expenses-General	17.60
Herb Kirkpatrick	Reimburse expenses-General	248.71
Belmont National Bank	Computer loan/Northern Ct-Bond Retire	1,747.64
Belmont County Sanitary Sewer	August service/WW#1-Sanitary Sewer	4,342.66
Maximus	Laser printer-Western Ct Computer	2,539.75
D. Charlene Baker	Reimb conference exp-Eastern Spec Proj	365.07
Michael C. Stewart	Holster, E Gorence-Common Pleas Grant	27.00
Ameritech	Service, E Gorence-Common Pleas Grant	72.60
Ameritech	Service, E Gorence-Common Pleas Grant	77.53
Health Assurance PPO	October premium-Insurance	113,680.46
Health Assurance HMO	October premium-Insurance	55,836.78
Health Plan	October premium-Insurance	98,910.49

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 October 5, 2001 as follow:

FUND	AMOUNT
General	\$3,117.63, \$1,194.91, \$2,049.72, \$5,757.10, \$1,414.41, \$29,172.25
General/Sheriff's	\$539.29, \$1,298.33
General/Disaster Services	\$846.82
General/Western Bel. Co. Satellite	\$827.74
General/Belmont County 9-1-1	\$5,540.00, \$68.63, \$1,424.06
Dog Kennel	\$281.86, \$650.63
Litter Control	\$1,248.49
County Home	\$14,890.63
BCDJFS/PA	\$8,898.71, \$73,869.35, \$275.00, \$6,361.84
BCDJFS/Children Services	\$4,727.73, \$29,563.15
Engineer's MVGT	\$20,870.52, \$475.12
S-Eastern Court Computer	\$166.98
Oakview Juvenile Rehab District	\$1,362.17
Oakview Juvenile Aftercare Program	\$1,336.55
Western Division Court Computer	\$1,078.75
Western Division Court Special Proj	\$115.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds within the Belmont County General Fund.

From	To	Amount
A401 - A11 Other Expenses	A002 - B25 Salaries	\$13,500.00
A401 - A11 Other Expenses	A002 - B30 Other Expenses	\$ 1,500.00
Total		\$15,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL
FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfer of funds within the Belmont County General Fund.

From	To	Amount
A401-A11 Other Expenses	A007-A04 Apiary Inspection	250.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT HARRISON
JUVENILE DISTRICT - GROUP HOME
FUND S031

Motion made by Mr. Olexo, seconded by Mr. Probst to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
S031 - G14 Unemployment	S031 - G11 Travel	700.00
S031 - G14 Unemployment	S031 - G18 Contingency Fund	\$ 400.00
S031 - G14 Unemployment	S031 - G01 Salaries	\$2,500.00
S031 - G17 Hospitalization	S031 - G02 Supplies	\$ 600.00
S031 - G17 Hospitalization	S031 - G03 Food Service Exp	\$1,000.00
S031 - G17 Hospitalization	S031 - G04 Materials	\$ 250.00
S031 - G17 Hospitalization	S031 - G07 Contract Services	\$1,000.00
S031 - G17 Hospitalization	S031 - G10 Rental	\$1,000.00
S031 - G17 Hospitalization	S031 - G11 Travel	\$1,100.00
S031 - G05 Activities	S031 - G01 Salaries	\$ 350.00
S031 - G06 Equipment	S031 - G01 Salaries	\$ 300.00
S031 - G08 Contract Repairs	S031 - G01 Salaries	\$ 430.00
S031 - G09 Training	S031 - G01 Salaries	\$ 400.00
S031 - G12 PERS	S031 - G01 Salaries	\$ 350.00
S031 - G16 Medicare	S031 - G01 Salaries	\$ 200.00
Total		\$10,580.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
OF FUNDS FRO THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
H000 WORKERS COMP FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds within the Belmont County General Fund.

From	To	Amount
H000 - H13B WORKERS COMP	H300 - H13 HOSPITALIZATION	\$150,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
RECYCLING AND LITTER PREVENTION
H050 FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
H050 - H03 Supplies	H050 - H002 Salaries	1.60
H050 - H04 Equipment	H050 - H02 Salaries	158.18
H050 - H05 Contract Services	H050 - H02 Salaries	1,500.00
H050 - H07 Travel	H050 - H002 Salaries	700.00
H050 - H07 Travel	H050 - H15 Insurance	1,975.00
Total		\$4,334.78

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

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
OAKVIEW JUVENILE REHABILITATION
DISTRICT S029 FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
S029-S01 Living Allowance	S029-S04 Worker's comp	\$163.93

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

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
SANITARY SEWER DISTRICT'S
GUARANTEE DEPOSIT FUND T10**

Motion made by Mr. Olexo, seconded by Mr. Probst to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
T10T04 WSGDF Transfer Out	0000P03 WWS #2 01004002	101.25
T10T04 WSGDF Transfer Out	0000P05 WWS #3 02004002	230.15
T10T04 WSGDF Transfer Out	0000P51 SSD #1 03004002	99.00
T10T04 WSGDF Transfer Out	0000P55 #3A 06004002	137.42
Total		\$ 567.82

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR GENERAL FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 26, 2001.

<u>GENERAL FUND</u>		
A811 - A11 GIS Projects	\$2,000.00	
A006 - A12 Sheriff/ Travel	\$ 195.00	
A404 - B17 Other Exp Maint	\$ 670.88	
Total	\$2,865.88	

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE M055
JUVENILE COURT C-CAP DONATED FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 5, 2001.

<u>M055 C- CAP DONATED FUND</u>		
M055 - M09	Salaries	\$6,113.87
M055 - M16	Victims of Crime	500.00
Total		\$6,613.87

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE M056
JUVENILE COURT SPIRIT PROGRAM**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 5, 2001.

<u>M056 SPIRIT PROGRAM</u>	
M056 - M09	Transfers Out
	\$563.80

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE M062
JUVENILE COURT C-CAP INTAKE
COORDINATOR FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 5, 2001.

<u>M062 C-CAP INTAKE COORDINATOR</u>		
M062 - M02	PERS	\$ 700.00
M062 - M12	Advances Out	\$5,282.82
Total		\$5,982.82

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE JUVENILE
COURT DRUG COURT DONATION FUND M072**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 5, 2001.

<u>M072 DRUG COURT DONATION FUND</u>	
M072 - M05	Other Expenses
	\$50.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE OAKVIEW
JUVENILE REHABILITATION DISTRICT
S028 AFTERCARE FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 5, 2001.

<u>S028 AFTERCARE FUND</u>		
S028 - S01	Salaries	\$1,000.00
S028 - S56	Contract Services	25.00
S028 - S01	Salaries	487.00
Total		\$1,512.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF REQUEST FOR
CERTIFICATION OF MONIES**

Motion made by Mr. Olexo and seconded by Mr. Probst to request the following monies be certified.

Budge Commission
Belmont County Courthouse
St. Clairsville, Ohio 43950
Re: Certification of monies/ General Fund

Dear Sirs,
Requesting certification of monies for the General Fund as follows:

\$2,000.00 paid into A045 - A00 On July 29, 2001 and September 21, 2001
Sheriff Department, reimbursement from Village of Holloway

\$284.00 paid into AA906-A14 September/ Sheriff towing and storage

\$1,050.20 paid into A017 - A00 Bethesda building rent
\$262.55/ October 1, 2001 \$787.65 September 25, 2001

Thank you for your consideration.
Very truly yours,
BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/
Ryan E. Olexo, President

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

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

**IN THE MATTER OF GRANTING
PERMISSION FOR LARRY HARRIS, EXECUTIVE
DIRECTOR, VETERAN'S SERVICE COMMISSION
OF BELMONT COUNTY TO TRAVEL**

Motion made by Mr. Olexo, seconded by Mr. Probst granting permission for Larry Harris, Executive Director, Veterans Service Commission to travel to Columbus, Ohio for the O.S.A.C.V.S.O. Fall Seminar on October 10, 11 and 12, 2001. The projected expenditure for this travel request is \$375.00

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

**IN THE MATTER OF GRANTING
PERMISSION FOR THREE EMPLOYEES
OF THE BELMONT COUNTY ENGINEERING
DEPARTMENT TO TRAVEL**

Motion made by Mr. Olexo, seconded by Mr. Probst granting permission for three employees of the Engineering Department to travel to Hocking County, Logan, Ohio for the Southeast Ohio Association of County Commissioners and Engineers on October 17, 2001. The projected expenditure for this travel request is \$30.00 per person.

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

**IN THE MATTER OF GRANTING
PERMISSION FOR FOUR ENGINEER
DEPARTMENT EMPLOYEES TO TRAVEL**

Motion made by Mr. Olexo, seconded by Mr. Probst granting permission for four employees of the Engineering Department to travel to the CEOA 2001 Superintendent's and Mechanic's Conference and Trade Show which will be held October 30 and 31, 2001 at Deer Creek State Park Lodge in Mr. Sterling, Ohio. The projected expenditure for this travel request is \$150.00 per person.

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

IN THE MATTER OF AUTHORIZING
AUDITOR JOSEPH PAPPANO TO ESTABLISH
A NEW FUND FOR BELMONT COUNTY SSD #2/
AVONDALE PROJECT

Motion made by Mr. Olexo, seconded by Mr. Probst authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund entitled:

BELMONT COUNTY SSD #2
AVONDALE PROJECTS

The following line items are needed:

Contract Projects
Other Expenses
Transfers Out

Revenue:
Other Receipts
Transfers In

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

SUBDIVISION HEARING
DISCUSSION HELD: DANIEL
DRIVE EXTENSION AND JAMES MERRITT LANE

Ruth Graham, Belmont County Engineer Department, came before the Board to present the preliminary and final plat for the subdivision hearing. Ms. Graham stated, "Both of these sub-divisions are extensions off of an existing private road. Mr. Bennett, County Engineer has signed off on these." Commissioner Olexo stated that these were private roads that would extend the development area. Mr. Bennett stated he met with them a month ago and decided at this point in time to go for a private road.

IN THE MATTER OF APPROVING PRELIMINARY
PLAT OF DANIEL DRIVE EXTENSION AND
JAMES MERRITT LANE (PRIVATE ROADS)
WHEELING TOWNSHIP

"Hearing had-9:30 A.M.

Present for the hearing were Ruth Graham, Engineer's Department and County Engineer Fred Bennett.

"Preliminary Plat Approved"

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval preliminary plat of Daniel Drive Extension and James Merritt Lane, private roads, which appear to be regular in form and approved by the proper parties:

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and the County Health Department,

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

Mr. Olexo	<u>Yes</u>
Mr. Probst	<u>Yes</u>

IN THE MATTER OF APPROVING FINAL
PLAT OF DANIEL DRIVE EXTENSION AND
JAMES MERRITT LANE (PRIVATE ROADS)
WHEELING TOWNSHIP

"Final Plat Approved"

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval final Plat of Daniel Drive Extension and James Merritt Lane, private roads, which appear 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. Probst seconded the motion and upon roll call the vote was as follows:

Mr. Olexo	<u>Yes</u>
Mr. Probst	<u>Yes</u>

**IN THE MATTER OF SIGNING ALL NECESSARY
DOCUMENTS RELEVANT TO THE CLOSING PROCEEDINGS
FOR THE \$1,000,000 WATER SUPPLY IMPROVEMENTS
BOND ANTICIPATION NOTES**

Motion made by Mr. Olexo, seconded by Mr. Probst to sign all necessary documents relevant to the closing proceedings for the \$1,000,000 Water Supply Improvements Bond Anticipation Notes dated for October 11, 2001.

October 11, 2001

County of Belmont, Ohio
Courthouse
101 West Main Street
St. Clairsville, Ohio 43950

Re: \$1,000,000- 2.62% Water Supply Improvements Bond Anticipation Notes of the County of Belmont, Ohio dated October 11, 2001 and maturing October 10, 2002.

We are writing this Letter of Instructions Regarding Use of Proceeds and Arbitrage Compliance (the "Letter") with regard to the above referenced obligations (the "Obligations"), which were issued by County of Belmont, Ohio (the "Issuer") pursuant to legislation, dated September 26, 2001, (the "Authorizing Legislation"), to finance paying part of the costs of acquiring and constructing water supply improvements in Belmont County Sanitary Sewer District No. 3 (the "Project"), as further described in the Authorizing Legislation.

In the Authorizing Legislation, the Issuer covenanted not to take any actions that would cause the interest on the Obligations to become includable in gross income for federal income tax purposes. Therefore, the Issuer must not use the Proceeds of the Obligations or any property financed with such Proceeds if such use would violate the restrictions of the Internal Revenue Code of 1986, as amended (the "Code").

This Letter is intended to provide you with guidance in complying with these restrictions, including the private activity bond restrictions of Section 141 of the Code and the investment limitations of Section 148 of the Code, as currently interpreted in regulations, rulings, notices and announcements that have been promulgated by the United States Treasury Department, including Treasury Regulations §§ 1.141-0 through 1.141-16 and §§1.148-0 through -11, and in court decisions to the extent necessary to ensure that interest on the Obligations remains excludible from gross income under Section 103(a) of the Code and does not become a specific item of tax preference under Section 57(a)(5)(C) of the Code for the federal alternative minimum tax.

For purposes of this Letter, any requirements relating to a fund or account held under the Authorizing Legislation and/or applicable provision of the laws of the State of Ohio apply only to that portion of such fund or account allocable to the Obligations. Please refer to the No-Arbitrage Certificate for the Obligations and the Appendix to this Letter for definitions of the capitalized terms used herein.

1. Use of Proceeds.

(a) General Restrictions. Not more than ten percent (10%) of the use of either the Proceeds of the Obligations or the Project may be Private Use if more than ten percent (10%) of the principal of or interest on the Obligations is secured or to be paid, either directly or indirectly, by any Non-Governmental Person and not more than the lesser of five percent (5%) of the Proceeds or \$5,000,000 may be used to make Private Loans.

(b) Expenditures for the Project. The Issuer must expect to incur, no later than six months after the Closing Date, a substantial binding commitment to expend at least five percent (5%) of the Net Sale Proceeds of the Obligations and acquisition of the Project must commence within a reasonable period of time after the Closing Date. The Issuer must expect that (x) it will expend at least eighty-five percent (85%) of the Net Sale Proceeds of the Obligations within three (3) years after the Closing Date, (y) the acquisition of the Project will proceed with due diligence. For this purpose, a Reimbursement Allocation may be treated as an expenditure. The total amount of Sale Proceeds, together with Investment Proceeds, must not exceed the amount necessary for the Project, including, to the extent permitted, issuance expenses and interest during construction.

(c) Reimbursement Allocations. The Issuer may not allocate any of the Proceeds of the Obligations to Capital Expenditures that were paid prior to sixty (60) days before the date on which the Issuer adopted a Reimbursement Resolution authorizing the issuance of debt to finance the Project, except that allocations of Proceeds for Costs of Issuance paid before the Closing Date, certain preliminary Capital Expenditures not in excess of twenty percent (20%) of the Issue Price of the Obligations, and for an amount of Capital Expenditures not in excess of the lesser of five percent (5%) of the issue or \$100,000 may be made even if the expenditure was paid more than sixty (60) days prior to the date of adoption of the Reimbursement Resolution described herein and even if the allocation would not otherwise qualify as a Reimbursement Allocation.

(d) Service Contracts.

(i) Post-May 15, 1997 Contracts and Modifications. The Issuer should not enter into, materially modify or extend (other than pursuant to a Renewal Option, existing on May 15, 1997) a Service Contract with any Service Provider to manage, provide services in, or otherwise use the Project, unless:

(A) Reasonable Compensation. The compensation is reasonable for the services rendered by the Service Provider and the Service Contract does not provide for any compensation based, in whole or in part, on a share of net profits from the operation of the Project; and

(B) Compensation Arrangements. The compensation arrangement during each annual period during the term of the Service Contract complies with the terms of Subparagraphs (B)(I), (II), or (IV) of this Subsection:

(I) Fixed Fee.

(a) 95% Fixed. At least ninety-five (95%) of the consideration for services is based on a Periodic Fixed Fee, which may include an Incentive Award; provided, however, that the term (including Renewal Options) of the such Service Contract does not exceed the lesser of eighty percent (80%) of the expected useful life of the Project or fifteen (15) years;

(b) 80% Fixed. At least eighty percent (80%) of the considerations for services is based on a Periodic Fixed Fee, which may include an Incentive Award; provided, however, that the term (including Renewal Options) of such Service Contract does not exceed the lesser of eighty percent (80%) of the expected useful life of the Project or ten (10) years; or,

(c) 50% Fixed. At least fifty percent (50%) of the consideration for services is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract may not exceed five years and the contract includes a Cancellation Right at the end of the third year of the Service Contract;

(II) Capitation Fee. More than fifty percent (50%) of the consideration for services is based on a Capitation Fee and any remaining compensation is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract may not exceed five years and the contract includes a Cancellation Right at the end of the third year of the Service Contract;

(III) Per-Unit Fee. More than fifty percent (50%) of the consideration for services is based on a Per-Unit Fee and any remaining consideration is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract may not exceed three (3) years, and the contract includes a Cancellation Right at the end of the second year of the Service Contract; or

(IV) Percentage Fee. All the consideration for services is a percentage of fees charged or costs incurred (but not both) or is a combination of a percentage of fees charged or costs incurred and Per-Unit Fees; provided, however that the term (including Renewal Options) of such Service Contract may not exceed two (2) years and the contract includes a Cancellation Right at the end of the first year of the Service Contract; and provided, further, that such Service Contract is either one under which the Service Provider primarily provides services to third parties, or the Service Contract is one that involves a facility during an initial startup period for which there have been insufficient operations to establish a reasonable estimate of the amount of the amount of the annual gross revenues and expenses, during which time, the consideration may be based on a percentage of gross revenues, adjusted gross revenues or costs;

(C) Control. Not more than twenty percent (20%) of the voting power of the governing body of the Issuer, in the aggregate, should be vested in the Service Provider or in the Service Provider's directions, officers, shareholders and employees. Additionally, the respective chief executive officers of the Issuer and the Service Provider and of the governing bodies of the Issuer and the Service Provider should not serve on the governing body of the other and the Issuer and the Service Provider may not be members of the same controlled group, as defined in Treas. Reg. § 1.150-1 (e) or Related Persons; and

(D) Exception. Any Agreements that do not satisfy Subparagraphs (i)(A)-(C) of this Subsection or Rev. Proc. 97-13, 1997-1 C.B. 632, may be entered into provided that the Issuer receives an opinion of Bond Counsel that to do so would not adversely affect the Federal Tax Status of the Obligations; and

(ii) Pre-May 16, 1997 Contracts. The Issuer must have ascertained that any Service Contract entered into prior to May 16, 1997 satisfies the provisions of either Rev. Proc. 93-19, 1993-1 C.B. 526 or Subparagraph (i) of this Subsection or the Issuer should have received an opinion of Bond Counsel that the existing Service Contract will not adversely affect the Federal Tax Status of the Obligations.

(e) Changes in Use or User of Project.

(i) Use of the Project. The Issuer must expect that it will use the Project for the entire

stated term of the Obligations, unless the Obligations are subject to a Mandatory Redemption Provision.

(ii) Sales, Other Dispositions and Leases. Except as otherwise provided in Subparagraph (iv) of this Subsection, no part of the Project should be sold, otherwise disposed of or leased unless the Issuer obtains an opinion of Bond Counsel that (I) such sale, other disposition or lease will not adversely affect the Federal Tax Status of the Obligations or (II) the Issuer satisfies the requirements for a Remedial Action.

(iii) Change in Use. Except as otherwise provided in Subparagraph (iv) of this Subsection, the Issuer should not permit any use of the Project by any person or entity other than itself unless it obtains an opinion of Bond Counsel that (I) such use will not constitute a Change in Use or otherwise adversely affect the Federal Tax Status of the Obligations, or (II) the Issuer satisfies the requirements for a Remedial Action.

(iv) Exception for Dispositions of Personal Property. Any portion of the Project that consists of personal property may be sold in the ordinary course of an established governmental program if (x) the weighted average maturity of the portion of the Obligations financing the personal property was not greater than one hundred twenty percent (120%) of the reasonably expected actual use of such personal property by the Issuer, (y) the Issuer expected at the Closing Date that the fair market value of the personal property at the time of disposition would not be greater than twenty-five (25%) of its cost and (z), at the time of disposition, the personal property is no longer suitable for the governmental purpose for which it was acquired.

(v) Agreement of New User. Prior to the sale, exchange or other disposition of any portion of the Project to any person or entity or the use of any portion of the Project by any person or entity or entity other than itself, and assuming that the requirements of the other Paragraphs of this Section are satisfied, the Issuer should require that the new user will use that portion of the Project in manner that will not violate the directions contained in this Letter.

2. Investment of the Proceeds.

(a) General Investment Restrictions. Except for an amount equal to Minor Portion, neither the Gross Proceeds of the Obligations nor any Disposition Proceeds of the Obligations may be invested in Materially Higher Yielding Investments after the expiration of any Applicable Temporary Periods. If any amount of Gross Proceeds of the Obligations is still invested in Materially Higher Yielding Investments after the expiration of any Applicable Temporary Period, Yield Reduction Payments may be owed. Not more than fifty percent (50%) of the Sale Proceeds of the Obligations may be invested in any Nonpurpose Investment having a substantially guaranteed Yield for four or more years.

(b) Separate Investments.

The Issuer should invest the Proceeds of the Obligations separately from any other of its investments.

(c) Acquisition of Investments

(i) General Rule. Investment Property must be acquired and disposed of on an established market, in arms'-length transactions, at a price equal to the fair market value and no amounts should be paid to reduce the Yield on the Investment Property.

(ii) Certificate of Deposit ("CD's"). CD's may only be purchased if:

(A) Maker. The CD is issued by a commercial bank;

(B) Terms. It has a fixed interest rate, a fixed principal payment schedule and a substantial penalty for early withdrawal; and

(C) Yield. It has a Yield that is:

(I) Comparable. Not less than the Yield on a reasonably comparable direct obligation of the United States; and

(II) Highest Available. Not less than the highest Yield published or posted by the commercial bank to be currently available from the bank for comparable CD's offered to the public;

(iii) Guaranteed Investment Contracts ("GIC's"). GIC's may only be purchased if:

(A) Competitive Bids. A bona fide solicitation for the GIC with specified terms, in writing, is made to at least three (3) reasonably competitive providers, each with an established industry reputation;

(B) Bid Specifications. The bid specifications include all material terms, including the reasonably expected draw-down schedule for the funds being invested, exclusive of amounts

in any Bona Fide Debt Service or Reasonably Required Reserve or Replacement Funds, and all terms are commercially reasonable, with a legitimate business purpose other than to increase the Purchase Price or reduce the Yield;

(C) No Tie-In. The bid specifications notify the bidders that any bidder will be treated as representing to the Issuer that it has not consulted with any other bidder, that its bid is made without regard to any other agreement, formal or informal, with any person, including the Issuer, and that its bid is genuine and not a mere courtesy bid to enable the Issuer to comply with Treas. Reg. § 1.148-5 (d)(6)(iii)(B);

(D) No Second Look. All bidders have an equal opportunity to bid and no bidder is given the opportunity to review the bid made by any other bidder;

(E) Bids. At least three bids responding to bid solicitations that meet the requirements of Subparagraph (B) of this Paragraph are received from different providers of GIC's with no material financial interest, directly or indirectly, in the Obligations and at least one of these bids is from a reasonably competitive provider, as described in Subparagraph (A) of this Paragraph, and none are received from any agent conducting the bidding. For this purpose, the financial advisors of the Issuer with respect to the purchase of the GIC and, for fifteen (15) days after the Closing Date, a lead underwriter in a negotiated underwriting are all deemed to have a material financial interest in the issue;

(F) Highest Yield. The Yield (determined net of broker's fees on the GIC purchased is the highest Yield of the Qualifying bids;

(G) Bidding Fee. The amount of the fee charged by the bidding agent for the GIC that will be treated as a Qualified Administrative Fee in determining the Yield on the GIC is limited to the lesser of (I) a reasonable amount, as described in Treas. Reg. § 1.148-5 (e)(2)(i), issued under the Code, or (II) the present value of annual payments equal to .05 percent of the GIC Computational Base. For purposes of determining present value, the taxable discount rate used by the parties to compute the commission shall be used, or if not readily ascertainable, the yield on the GIC or another reasonable taxable discount rate shall be used; and

(H) Administrative Costs. The provider of the GIC certifies the administrative costs incurred in connection with the GIC reasonably expected to be paid to third parties;

(iv) United States Treasury Obligations ("Treasuries"). Treasuries may only be purchased if:

(A) Direct Purchase. The Treasuries are purchased directly from the United States Treasury (such as SLGS);

(B) Investment Not Yield-Restricted. The Treasuries are not purchased for Yield-Restricted Escrow or are otherwise not required to be Yield-Restricted Escrow or are otherwise not required to be Yield-Restricted; or

(C) Yield-Restricted Escrows. The Treasuries will be used for Yield-Restricted Escrows and the purchase complies with the following:

(I) GIC Bid Rules. The Bid meets the requirements of Subparagraphs (iii)(A) and (B) of this Section, except that the bid does not need to specify an expected drawdown schedule;

(II) Cost. The Purchase Price of the Treasuries:

(a) Lowest Cost. Is either the lowest cost bid for the entire portfolio, or the lowest aggregate cost, determined on a security by security basis;

(b) Seller Payments. Includes any payments made by the seller of the Treasuries to the Issuer; and

(c) Comparison to SLGS. Is not greater than the cost of the most efficient portfolio comprised of SLGS determined at the time of the bid submission, unless SLGS are not then available; and

(III) Bidding Fee. The amount of the fee charged by the bidding agent that will be treated as a Qualified Administrative Fee in determining the Yield on Treasuries for a Yield Restricted Escrow is limited to the lesser of \$25,000 or two-tenths of one percent (0.2%) of the Yield-Restricted Investment Computational Base.

3. Timing and Method of Determination of Arbitrage Compliance Payments. The Issuer covenanted in the Authorizing Legislation to take all actions necessary to comply with the requirements applicable to investments of the Proceeds of the Obligations contained in Section 148 of the Code and the Treasury Regulations thereunder. Although the Obligations are not subject to the rebate requirements of Section 148(f) because the Issuer qualifies as a "small issuer" within the meaning of Section 148(f)(4)(D)(i) of the Code, Yield Reduction Payments could be owed if any of the Gross Proceeds of the Obligations in excess of the Minor Portion remain unspent beyond the available Applicable Temporary Periods. If there are any such unexpended amounts, the Issuer should take the following actions:

(a) Collection of Records. Immediately after the Computation Date, the Issuer must assemble copies of records concerning investments of Gross Proceeds of the Obligations, including any amounts held by any provider of a letter of credit or guarantor under a reimbursement or other similar agreement, and provide such information to the Rebate Analyst no later than thirty (30) days after the Computation Date, so that the Rebate Analyst can track all investments of money related to the Gross Proceeds of the Obligations during the Computation Period.

(b) Calculation of Yield Reduction Amount. The Issuer should direct the Rebate Analyst to calculate the Yield Reduction Amount, upon receipt of such records and in any event prior to forty-five (45) days after Computation Date.

(c) Yield Reduction Payment. Within sixty (60) days after the Computation Date, the Issuer must remit an amount equal to the Yield Reduction Payment to the United States Treasury at the office of the Internal Revenue Service Center prescribed by the Treasury Regulations or the Commissioner of the Internal Revenue Service. Such remittance must be accompanied by any form or forms required to be submitted with such remittance, which may include (i) a statement summarizing the computation of the amount required to be paid as described in this Section and (ii) Internal Revenue Service Form 8038-T or such other forms as may be required.

4. Records.

(a) General. The Issuer must keep proper records and accounts, which should contain complete and correct entries of all transactions relating to the Obligations and the Gross Proceeds of the Obligations. The Issuer should retain the information described in this Section for at least six (6) years after the Redemption Date.

(b) Project Expenditures. All requisitions, disbursements, allocations, applications and payments made for the Project, including all such items made with Gross Proceeds of the Obligations, should be kept in a separate record.

(c) Investments.

(i) General. The Issuer must keep a separate record of all purchases and sales of Investment Property made with the Gross Proceeds of the Obligations, including money derived from, pledged to or to be used to make payments on the Obligations. The records should specify the account or fund in which each Investment Property is to be held and should set forth for each Investment Property, (v) the Purchase Price, (w) identifying information, including par amount, coupon rate, and payment dates, (x) the amount received at maturity or the sale price, as the case may be, including accrued interest, (y) the amounts and dates of any payments made with respect thereto, and (z) the dates of acquisition and disposition or maturity.

(ii) GIC's. The Issuer must keep copies of the contract and the bid solicitation, any deviation from specifications accepted and any amendment to the bids received, and the reasons for such changes and every bid submitted, including the name of the person and entity submitting the bid, the time and date of the bid and the bid results; and

(iii) Treasuries for Yield-Restricted Escrows. If the Treasuries are not purchased directly from the United States Treasury, the Issuer must keep copies of the bid solicitation form, any deviation from the specifications that are accepted and any amendment to the bids received and the reasons for such changes, and every bid submitted, including the name of the person and entity submitting the bid, and the cost of the most efficient portfolio of SLGS, unless SLGS were not then available.

(d) Arbitrage Compliance. The Issuer must keep copies of all records relating to the determination of Arbitrage Compliance Payments.

5. Security.

(a) General Restrictions. Not more than ten percent (10%) of the principal of or interest on the Obligations should be secured or paid, either directly or indirectly by any Non-Governmental Person if there is Private Use in excess of ten percent (10%) of the Proceeds or of the Project.

(b) No Federal Guarantee. The Gross Proceeds of the Obligations may not be invested in any Investment Property that is Federally-Guaranteed.

(c) No Reserve Funds. There should not be any reserve funds or any other amounts pledged to or held as security for the Obligations, unless such funds are not invested in Materially Higher Yielding Investments.

Since the requirements of Sections 141 and 148 of the Code may be amplified in the future and interpretations of the requirement may change, we may amend or supplement this letter from time to time to reflect such changes. In addition, you may seek clarification of the requirements of this letter, particularly whether any specified action is still required or whether some further or different action is required.

Please do not hesitate to call if any questions arise about the restrictions or the calculations described herein or if we may be of additional service at this time.

Very truly yours,
PECK, SHAFFER & WILLIAMS LLP
Per Dennis G. Schwallie

Received and acknowledged:
COUNTY OF BELMONT, OHIO
By Darlene Pempek /s/
Clerk of the Board of County Commissioners

By Joseph A. Pappano /s/
County Auditor

By Joseph A. Gaudio /s/
County Treasurer

Date: October 11, 2001

SIGNATURE AND NO-LITIGATION CERTIFICATE

STATE OF OHIO
COUNTY OF BELMONT, ss:

We, the undersigned, the duly elected, qualified and acting officers of the County of Belmont (the "Issuer") in the state and county aforesaid, as indicated by the titles opposite our respective signatures appearing below, do hereby certify that we did officially execute (with our manual or facsimile signatures) the \$1,000,000 Water Supply Improvements Bond Anticipation Notes (the "Obligations") delivered herewith, dated October 11, 2001, of the denomination of \$1,000,000, numbered from R-1 upward, bearing interest at the rate of two and sixty two hundredths per cent (2.62%) per annum, payable at maturity, and maturing October 10, 2002, that any seal or facsimile thereof appearing on the Obligations is genuine; and that we are at this time and were on the date of the Obligations the duly elected, or appointed, qualified and acting officers having authority to execute the Obligations.

We further certify that there is no litigation of any nature either pending or threatened restraining or enjoining the issuance of the Obligations nor directly or indirectly affecting the proceedings and authority by which the Obligations have been issued, nor any dispute, controversy or litigation affecting the validity of said Obligations or any of them, or the levy and/or collection of sufficient taxes, assessments or pledged revenues to pay the interest and principal of the Obligations as they mature; that no proceedings authorizing the issuance of the Obligations have been rescinded; and that no referendum or initiative petition with respect to such proceedings has been filed nor (to our knowledge) circulated.

We further certify that the Issuer is not in default for the payment of principal or interest on any of its notes, bonds or other obligations now outstanding.

We further certify that neither the existence or the boundaries of the Issuer nor the title of its present officers to their respective offices is being contested.

Done and delivered at Cincinnati, Ohio this 11th day of October, 2001.

<u>Signatures</u>	<u>Titles</u>
Ryan E. Olexo /s/	County Commissioner

Charles R. Probst, Jr. /s/ County Commissioner

County Commissioner

Joseph A. Pappano /s/ County Auditor

I do hereby certify that I have examined the signatures of the officers subscribed above and I identify them as true and genuine.

Darlene Pempek /s/
Clerk of the Board of County Commissioners
Belmont County, Ohio

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the "Certificate") is executed and delivered as of the 11th day of October, 2001 by the County of Belmont, Ohio (the "Issuer") in connection with the issuance of \$1,000,000 Water Supply Improvements Bond Anticipation Notes of the Issuer dated October 11, 2001, maturing October 10, 2002 (the "Notes"). The Notes are being issued pursuant to a resolution adopted by the board of county commissioners of the Issuer on September 26, 2001 (the "Authorizing Legislation"). The Issuer certifies, covenants and agrees as follows:

Section 1. Purpose of the Certificate.

This Certificate is being executed and delivered by the Issuer to provide for the disclosure of certain information concerning the Notes on an on-going basis as set forth herein for the benefit of Noteholders (as hereinafter defined) in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule");

Section 2. Definition; Scope of this Certificate.

(A) All terms capitalized but not otherwise defined herein shall have the meanings assigned to those terms in the Authorizing Legislation and the Notes. Notwithstanding the foregoing, the term "Disclosure Agent" shall mean the Issuer, or any disclosure agent appointed or engaged by the Issuer; any successor disclosure agent shall automatically succeed to the rights and duties of the Disclosure Agent hereunder, without any amendment hereto. The following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean a copy of the annual audited financial information prepared for the Issuer which shall include, if prepared, a balance sheet, a statement of revenue and expenditure and a statement of changes in fund balances. All such financial information shall be prepared using generally accepted accounting principles, provided, however, that the Issuer may change the accounting principles used for preparation of such financial information so long as the Issuer includes as information provided to the public a statement to the effect that different accounting principles are being used, stating the reason for such change and how to compare the financial information provided by the differing financial accounting principles. Any or all of the items listed above may be incorporated by reference from other documents, including Offering Documents of debt issues of the Issuer or related public entities, which have been submitted to each of the NRMSIR, SID or the SEC. If the document incorporated by reference is a final Offering Document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or any intermediaries).

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Material Event" shall mean any of the events listed in items (i) through (xiii) below the occurrence of which the Issuer obtains knowledge, and which the Issuer determines would constitute material information for Noteholders, provided, that the occurrence of an event described in clauses (i), (iii), (iv), (v), (viii), (ix) and (xi) shall always be deemed to be material. The following events with respect to the Notes, if material, shall constitute Material Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-Payment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (vii) Modifications to rights of security holders;
- (viii) Note calls, except for mandatory scheduled redemptions not otherwise contingent upon the occurrence of an event;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the securities; and
- (xi) Rating changes.

The SEC requires the listing of (i) through (xi) although some of such events may not be applicable to the Notes.

"Noteholders" shall mean any holder of the Notes and any Beneficial Owner thereof.

"NRMSIR" shall mean any nationally recognized municipal securities information repository, as such term is used in the Release.

"Offering Document" shall mean the final Official Statement of Notes, dated September 26, 2001.

"Operating Data" shall mean an update of the Operating Data contained in the Offering Document contained under the headings "GENERAL INFORMATION CONCERNING THE COUNTY", "FINANCIAL MATTERS", "AD VALOREM TAX REVENUES", "OTHER MAJOR REVENUE SOURCES", "COUNTY DEBT AND OTHER LONG TERM OBLIGATIONS", AND "LITIGATION", and in Appendix A of the Offering Document.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with the offering of the Notes.

"Release" shall mean Securities and Exchange Commission Release No. 34-34961.

"SEC" shall mean the Securities and Exchange Commission.

"SID" shall mean the state information depository ("SID"), as such term is used in the Release, if and when a SID is created for the State.

"State" shall mean the State of Ohio.

Section 3. Disclosure of Information.

(A) Information Provided to the Public. Except to the extent this Certificate is modified or otherwise altered in accordance with Section 4 hereof, the Issuer shall make, or shall cause the Disclosure Agent to make, public the information set forth in subsection (1), (2) and (3) below:

(1) Annual Financial Information and Operating Data. Annual Financial Information and Operating Data at least annually not later than the September 1 following the end of each fiscal year beginning with the fiscal year ending December 31, 2001 and continuing with each fiscal year thereafter. If the Disclosure Agent is an entity or person other than the Issuer, then the Issuer shall provide the Annual Financial Information to the Disclosure Agent not later than fifteen (15) Business Days prior to the disclosure date referenced above. The Annual Financial Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information.

(2) Material Events Notices. Notice of the occurrence of a Material Event.

(3) Failure to Provide Annual Financial Information or Operating Data. Notice of the failure of Issuer to provide the Annual Financial Information or Operating Data by the date required herein.

(B) Information Provided to Public. Annual Financial Information and notice of all Material Event occurrences shall be made public on the same day as notice thereof is given to the Noteholders of outstanding Notes, if required pursuant to the Authorizing Legislation or the Notes, and shall not be made public before the date of such notice.

(C) Means of Making Information Public.

(1) Information shall be deemed to be made public by the Issuer or the Disclosure Agent under this Certificate if it is transmitted to one or more of the following as provided in this subsection:

(a) to the Noteholders of outstanding Notes, by first class mail, postage prepaid;

(b) to each NRMSIR, by (i) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (ii) first class mail, postage prepaid; provided that the Issuer or the Disclosure Agent is authorized to transmit information to a NRMSIR by whatever means are mutually acceptable to the Disclosure Agent or the Issuer, as applicable, and the NRMSIR;

(c) to the SID (if a SID is established for the State), by (i) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (ii) first class mail, postage prepaid; provided that the Issuer or the Disclosure Agent is authorized to transmit information to a SID by whatever means are mutually acceptable to the Disclosure Agent or the Issuer, as applicable, and the SID;

(d) to the MSRB, by (i) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (ii) first class mail, postage prepaid; provided that the Issuer or the Disclosure Agent is authorized to transmit information to the MSRB by whatever means are mutually acceptable to the Disclosure Agent or the Issuer, as applicable, and the MSRB; and/or

(e) to the SEC, by (i) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (ii) first class mail, postage prepaid; provided the Issuer or the Disclosure Agent is authorized to transmit information to a SEC by whatever means are mutually acceptable to the Disclosure Agent or the Issuer, as applicable, and the SEC.

(2) Information shall be transmitted to the following:

(a) all Annual Financial Information and Operating Data shall be made available to each NRMSIR and to the SID (if a SID is established for the State);

(b) notice of all Material Event occurrences and all notices of the failure to provide Annual Financial Information or Operating Data within the time specified in Section 2(B)(1) hereof shall be made available to each NRMSIR or the MSRB and to the SID (if a SID is established for the State); and

(c) all information described in clauses (a) and (b) shall be made available to any Noteholder upon request, but need not be transmitted to the Noteholders who do not so request.

(d) to the extent any Annual Financial Information or Operating Data is included in a document filed with each NRMSIR or SID (if a SID is established for the State), or in a final official statement (as that term is defined in Rule 15(c)2-12(f)(3)), the Issuer shall have been deemed to have provided that information if a statement specifically referencing the filed document or final official statement is filed with each NRMSIR and SID (if a SID is established for the State) as part of the Issuer's obligation to file Annual Financial Information and Operating Data pursuant to this Agreement.

With respect to requests for periodic or occurrence information from Noteholders, the Issuer or Disclosure Agent may require payment by requesting holders of a reasonable charge for duplication and transmission of the information and for the Issuer's or Disclosure Agent's administrative expenses incurred in providing the information.

Section 4. Amendment or Modification.

Notwithstanding any other provision of this certificate, the Issuer may amend this Certificate and any provisions of this Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel expert in federal securities laws to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule as well as any change in circumstance.

Section 5. Miscellaneous

(A) Termination. The Issuer's obligations under this Certificate shall terminate when all of the Notes are or are deemed to be no longer outstanding by reason of redemption or legal defeasance or at maturity.

(B) Additional Information. Nothing in this Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Financial Statement or notice of occurrence of a Material Event, in addition to that which is required by this Certificate. If the issuer chooses to include any information in any Annual Financial Statement or notice of occurrence of a Material Event in addition to that which is specifically required by this Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Statement or notice of occurrence of a Material Event.

(C) Defaults: Remedies. In the event of a failure of the Issuer or the Disclosure Agent to comply with any provision of this Certificate any Noteholder may take such action as may be necessary and appropriate, including seeking an action in mandamus or specific performance to cause the Issuer or the Disclosure Agent to comply with its obligations under this Certificate. A default under this Certificate shall not constitute a default on the Notes and the sole remedy available in any proceeding to enforce this Certificate shall be an action to compel specific performance.

(D) Beneficiaries. This Certificate shall inure solely to the benefit of the Issuer, the Disclosure Agent, the Participating Underwriter and Noteholders, or beneficial owners thereof, and shall create no rights in any other person or entity.

Section 6. Additional Disclosure Obligations.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder, may apply to the Issuer, and that under some circumstances compliance with this Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

Section 7. Notices.

Any notices or communications to the Issuer may be given as follows:

To the Issuer: County of Belmont, Ohio
Main Street, Courthouse
St. Clairsville, Ohio 43950-1225
Attention: County Auditor
Telephone: 614-699-2130
Fax: 614-699-2156

IN WITNESS WHEREOF, the Issuer has caused its duly authorized officer to execute this Certificate as of the day and year first above written.

COUNTY OF BELMONT, OHIO, Issuer

By: Ryan E. Olexo /s/
County Commissioner

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

By: _____
County Commissioner

By: Joseph A. Pappano /s/
County Auditor

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF DISCUSSION HELD

RE: MOTION TO ADVERTISE FOR

BIDS FOR RESURFACING COUNTY HIGHWAY 2/ DEEP RUN ROAD

Mr. Fred Bennett, County Engineer, informed those in attendance that the county had a "bonus" in regards to the piggyback monies given to the Engineer Department. He stated, "Of the five hundred thousand dollars the Board allocated to our department, we have eighty thousand left, and can let another project. This would be the fourth project, the Fairpoint paving project starts today. If we get a contract signed by November, we may not be able to get this done by this year due to weather conditions. If not, we will definitely have it done by May 31, 2002." Commissioner Probst questioned Mr. Bennett pertaining to a phone call about a guardrail in the Deep Run area. Mr. Bennett stated, "The wall needs put on the schedule. We have the material for this project and simply have not had the time to get this job done. It will be completed between now and the end of the year."

IN THE MATTER OF ADVERTISING

FOR BIDS FOR RESURFACING COUNTY HIGHWAY 2,

PROJECT 01-7/ENGINEER'S

Motion made by MR. Probst, seconded by Mr. Olexo to advertise for bids for the following:

ADVERTISE FOR BIDS

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for Resurfacing County Highway 2, Project 01-7 for the Engineer's Department, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

NOTICE TO BIDDERS

BELMONT COUNTY COMMISSIONERS' OFFICE

ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont county Board of Commissioners at the Commissioners office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **10:00 A.M. (Local time) Wednesday, October 24, 2001.** for furnishing all labor, materials and equipment to complete for the Belmont county Engineer, the following resurfacing **COUNTY HIGHWAY 2 (Deep Run Road)** known as **Project 01-7** then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday. Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. **OR**
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with the bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by May 31, 2002.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont, County Ohio as determined by the Ohio Department of Industrial Relations.

Said contract will be let to the lowest and best responsible bidder in accordance with the **Attachment 1 "Bid Documents Belmont County Commission"**. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio.
Darlene Pempek /s/
Darlene Pempek, Clerk of the Board

Times Leader Advertisement - Two (2) Tuesdays, October 9, 2001 and October 16, 2001

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
ONE-STOP SYSTEM SELF ASSESSMENT/BCDJFS**

Motion made by Mr. Olexo, seconded by Mr. Probst, to sign and approve the One-Stop System Self Assessment for the Belmont County Department of Job & Family Services for the purpose of Workforce Investment Agency (WIA) monitoring for the development of this program.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF AWARDING
BID FOR (7) LEASED VEHICLES/SHERIFF'S DEPARTMENT**

Motion made by Mr. Olexo, seconded by Mr. Probst to award the bid for leasing seven (7) vehicles for the Belmont County Sheriff's Department to Thomas Chrysler Dodge Jeep, E. Main St., St. Clairsville, Ohio in the amount of \$161,218.00 based upon the recommendation of Sheriff Tom McCort.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

UNDER DISCUSSION:

Sheriff McCort stated that he looked over the dealer quotes for leasing of seven (7) vehicles and found that even though his recommendation to the Board approving the bid by Thomas Jeep Eagle may be higher than the others, in reality it is not. He stated, "When the bids came through, Thomas Jeep Eagle was not the lowest bid, but when you looked at it overall - at the total lease price- they were actually the lowest bidder. Also, the specs were not met and prices for those items were not included in the bids." Sheriff McCort continued, "I have the extra money and I would like to take the money and make the first payment on this lease." Commissioner Probst clarified, " One hundred thousand dollars was allocated yearly to the Sheriff's Department for the purpose of vehicles." Sheriff McCort stated that his deputies have been sharing vehicles and are thankful this bid process is coming to a close. Commissioner Olexo stated, " There is no extra money. This money Sheriff McCort was speaking of is specifically for vehicles." Commissioner Probst stated, " He didn't use all of this year's funds, and wants it applied to the first year's lease."

**SUBDIVISION HEARING
VALLEY CENTRE BLVD.**

Ruth Graham, Belmont County Engineer Department came before the Board with the preliminary and final plat for the subdivision hearing for Valley Centre Boulevard. Ms. Graham stated, " This road is between Steak and Shake and the Red Lobster building. If THF decides to split off these two buildings from the development, this will enable them to do that." Mr. Fred Bennett, County Engineer stated he did not have a problem with this sub-division, it is going in as a private road, so the township trustees don't have to maintain it. Commissioner Olexo stated this road comes off of Mall Road and that it is an existing road.

**IN THE MATTER OF APPROVING PRELIMINARY
PLAT OF VALLEY CENTRE BLVD. (PRIVATE ROAD)
RICHLAND TOWNSHIP**

"Hearing Had-9:45 A.M.

Present for the hearing were Ruth Graham, Engineer's Department and Fred Bennett, County Engineer.

"Preliminary Plat Approved"

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval preliminary plat of Valley Centre Blvd. (private road), Richland Township, 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 the County Health Department,

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

Mr. Olexo	<u>Yes</u>
Mr. Probst	<u>Yes</u>

IN THE MATTER OF APPROVING FINAL
PLAT OF VALLEY CENTRE BLVD. (PRIVATE ROAD)
RICHLAND TOWNSHIP

"Final Plat Approved"

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval final Plat of Valley Centre Blvd. (private road), Richland Township, 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. Probst seconded the motion and upon roll call the vote was as follows:

Mr. Olexo	_____	Yes
Mr. Probst	_____	Yes

IN THE MATTER OF AWARDING
BID FOR COPIER/RECORDER'S OFFICE

Motion made by Mr. Olexo, seconded by Mr. Probst to award the bid for a new copier for the Recorder's Office to Hughes Xerographic Equipment Agency, Bellaire Ohio in the amount of \$439.16 per month to lease based upon the recommendation of Mary Catherine Nixon, Belmont County Recorder.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF DISCUSSION HELD
RE: LONGWALL MINING

Cindy Falcone, a resident of the Airport Road area, came before the Board questioning the status of the long wall mining issue in that area. She stated she bought a house last Friday and was informed it is in the area designated by Belmont Coal as area Number One. Commissioner Olexo stated he would like to talk with her one on one, and would show her the map and inform her of what she might possibly want to do as a concerned citizen and homeowner.

IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH MIKE KINTER,
BCDJFS HUMAN RESOURCE ADMINISTRATOR AT 10:00 A.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to enter executive session at 10:00 A.M. with Mike Kinter, BCDJFS Human Resource Administrator to discuss the hiring of a public employee upon adoption of the following:

RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (1); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider the employment of a public employee;

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider the employment of a public employee;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH MIKE KINTER,
BCDJFS HUMAN RESOURCE ADMINISTRATOR AT 10:15 A.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn executive session at 10:15 A.M. with Mike Kinter, BCDJFS Human Resource Administrator to discuss the hiring of a public employee.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

FOLLOWING ACTION TAKEN

IN THE MATTER OF HIRING

(3) THREE NEW EMPLOYEES FOR THE BCDJFS

Motion made by Mr. Olexo, seconded by Mr. Probst authorizing Mike Kinter, Human Resource Administrator, to proceed with the hiring of the following three individuals for the Department of Job and Family Services.

Courtney Walker, Temporary Part-time Student Help through March 2002.

William Marinacci, Income Maintenance Aide II

Corey Alexander, Income Maintenance Aide II

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF DISCUSSION HELD

RE: RETIREMENT OF DON MYERS, DIRECTOR OF DEVELOPMENT

Commissioner Olexo read the following letter received from Don Myers, Director, Department of Development stating his intent to retire effective October 31, 2001:

October 4, 2001

Mr. Ryan Olexo, President
Belmont County Commission
101 W. Main Street
St. Clairsville, OH 43950

Dear Commissioner Olexo:

Please accept this letter as official notification of my resignation and retirement from the position of Director of the Belmont County Department of Development. My final day of employment in this capacity will be October 31, 2001.

It is with mixed emotions that I inform you of this decision. The thought of leaving an organization and individuals that I care so much about is most difficult. I wish to thank each commissioner, past and present, plus the special group of individuals who serve on the Community Improvement Corporation Board, for the employment opportunity you have given to me and for the freedom and flexibility needed to do my job. So many people have been instrumental in bringing quality developments to Belmont County and for the special cooperation and friendship they have given to me, I will be forever indebted. Together, I hope we have made a positive difference within Belmont County and the region.

If I can ever be of assistance in the future, I assure you it would be an honor. I wish each of you the best in your endeavors. Find a quality replacement because the people of Belmont County deserve the best.

Sincerely,
Donald R. Myers /s/
Donald R. Myers, Director

Commissioner Olexo stated, " It is with great despair that I read this letter. Don has been instrumental in DOD and is also a great friend. He has done an excellent job and will be greatly missed. I know Don and his character and I know that he is truthful when he states that if he can be of help to us he will."

Commissioner Probst stated, " I have had the pleasure and honor to work with Don Myers for the last three years. I think of Don as the ambassador for Belmont County. The relationships he has established are first to none. It takes years to build these relationships. No matter who his replacement is, no matter how skilled, it will take years to build these relationships. He will be very sadly missed. I wish Don and his family well, I know Don has a vision for Belmont County. I contribute the county not losing ten thousand people as projected by the state to Don Myers. Some people said, 'How many more malls do we need?' and yet, it established funds for Belmont County, and it has grown. It has brought sales and tax money to the county. We have been able to spread this money from sales tax to our residents and establish the water and sewer projects that have now begun in the western portion of the county. This in turn will bring in developers. Don could foresee this funding mechanism. This Board is committed, we will continue to develop for the future of our county.

Commissioner Olexo continued, " His leaving would never come at an opportune time, but this is a crucial time. We will continue to develop the county the best we can and will get someone to continue Don's work. We will definitely miss him."

RECESS

IN THE MATTER OF ENTERING
INTO SMALL CITIES COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) AGREEMENT B-C-01-007-1

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following CDBG Agreement with the State of Ohio.

STATE OF OHIO
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM
CFDA No. 14.228

GRANT AGREEMENT

F.T.I. Number: 346000236

Grant Number: B-C-01-007-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County**, located at **101 West Main Street, St. Clairsville, Ohio 43950-1225**, and with F.T.I. Number: **346000236** (hereinafter variously referred to as the "Grantee"), for the period beginning **August 1, 2001** and ending **September 30, 2003**.

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of **One Hundred Seventy -Five Thousand Dollars and no cents (\$175,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the CDBG Community Housing Improvement Program, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto, made a part hereof. The grant of Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and request and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Funds. The Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A and shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. **Payment of Funds.** Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Funds.** The Funds shall be deposited and maintained in the separate account upon the books and records of the Grantee (the "Account"). The Grantee shall keep all records of the Account in a manner which is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. **Reporting Requirements.** The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. All records of the Grantee shall be maintained in accordance with the CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. **Grantee Requirements.** The Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** The Grantee shall establish and maintain for at least three (3) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports and all other relevant information. The parties further agree that records required by Grantor respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All auditees shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee expends \$300,000.00 or more of federal funds in a fiscal year, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
- v. The report identifies an instance or indicator of an illegal act which could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee expends \$300,00.00 or more of federal funds in a fiscal year, and the audit does not meet any of the conditions listed above, a "no finding" letter may be

submitted instead of the audit to the Grantor Audit office. (See the OHCP Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry.

The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any project wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project, Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Funds. The Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. The Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. Certification of Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. The Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

a. Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement.

b. Failure of the Grantee to submit reports that are materially complete and accurate.

c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.

d. Cancellation of the grant of funds from HUD.

17. Effects of Termination. Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of

termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. Conflict of Interest. No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement.

Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. Indemnification. To the extent permitted under applicable law, the Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Projects and Scope of Work. The Grantee will reimburse the Grantor for any judgments arising out of Grantee's actions or inactions which may be obtained against the Grantor, including, but not limited to, judgments for infringements of patents or copyrights. The Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending against any such claims or legal actions if called upon by the Grantor to do so.

21. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, or the Handbook in the performance of the Projects and the Scope of Work. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

22. Outstanding Liabilities. The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State,") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

24. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin, County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any

provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:
Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
2. In case of the Grantee, to:
The Honorable Ryan E. Olexo, President
Belmont County Board of Commissioners
101 West Main Street
St. Clairsville, Ohio 43950-1225

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

I. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:	GRANTOR:
Belmont County	State of Ohio
	Department of Development
By: <u>Ryan E. Olexo</u> /s/	By: _____
	Bruce Johnson, Director
Title: <u>Ryan E. Olexo, President</u>	Date: _____
Date: <u>10-5-01</u>	

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF ENTERING
INTO HOME INVESTMENT PARTNERSHIPS PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP)
GRANT AGREEMENT B-C-01-007-2

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following CHIP Grant Agreement with the State of Ohio.

STATE OF OHIO
HOME INVESTMENT PARTNERSHIPS PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM
CFDA No. 14.239

GRANT AGREEMENT

F.T.I. Number: 346000236 Grant Number: B-C-97-007-2

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and the **County of Belmont**, located at **101 West Main Street, St. Clairsville, Ohio 43950**, and with F.T.I. Number: **346000236** (hereinafter variously referred to as the "Grantee"), for the period beginning **August 1, 2001** and ending **September 30, 2003**.

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states through the HOME Investment Partnerships Program ("HOME") and has made available a grant to the State of Ohio through the Grantor.

B. The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse HOME funds for housing activities to units of general local government in Ohio.

C. The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. **Grant of Funds.** The Grantor hereby grants funds to the Grantee in the amount of **Three Hundred Twenty-Five Thousand Dollars and no cents (\$325,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the HOME Investment Partnerships Program, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto, made a part hereof and incorporated herein by reference. The grant of Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. **Scope of Work.** The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and request and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. **Use of Funds.** The Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A and shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. **Payment of Funds.** Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Funds.** The Funds shall be deposited and maintained in the separate account upon the books and records of the Grantee (the "Account"). The Grantee shall keep all records of the Account in a manner which is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. **Reporting Requirements.** The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. All records of the Grantee shall be maintained in accordance with the HOME Program recordkeeping requirement set forth in 24 CFR 92.508.

8. **Grantee Requirements.** The Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** The Grantee shall establish and maintain for at least three (3) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports and all other relevant information. The parties further agree that records required by Grantor respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

10. **Inspections.** At any time during normal business hours upon ten (10) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All auditees shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee expends \$300,000.00 or more of federal funds in a fiscal year, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
- v. The report identifies an instance or indicator of an illegal act which could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee expends \$300,00.00 or more of federal funds in a fiscal year, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit office. (See the OHCP Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry.

The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage Rates and Labor Standards.** In the commission of any project wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a

to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project, Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Funds. The Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. The Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. Certification of Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. The Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

a. Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement including noncompliance by a subrecipient of any program regulations.

b. Failure of the Grantee to submit reports that are materially complete and accurate.

c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.

d. Cancellation of the grant of funds from HUD.

17. Effects of Termination. Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. Conflict of Interest. No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. Indemnification. To the extent permitted under applicable law, the Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Projects and Scope of Work. The Grantee will reimburse the Grantor for any judgments arising out of Grantee's actions or inactions which may be obtained against the Grantor, including, but not limited to, judgments for infringements of patents or copyrights. The

Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending against any such claims or legal actions if called upon by the Grantor to do so.

21. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, and approved state plans in the conduct of the work hereunder. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

22. Affordability and Income Targeting. The Grantee must ensure that Projects assisted with HOME funds will meet the affordability requirements - outlined in 24 CFR Part 92.252 and/or 92.254, as applicable, and as referenced in Attachment B of this Agreement.

23. Repayments. All repayments, interest income, or return on investments which are a result of HOME assistance provided by the Grantee under this Agreement, and which are received by the Grantee, must be returned to the Grantor unless the Grantee obtains prior approval from the Grantor to use these funds for a specified HOME eligible activity.

24. Uniform Administrative Requirements. The Grantee must comply with uniform administrative requirements, as described in 24 CFR Part 92.505.

25. Project Requirements. All Projects and units assisted with HOME funds must meet the requirements set forth in 24 CFR Part 92 Subpart F - Project Requirements.

26. Property Standards. The Grantee must ensure that housing assisted with HOME funds is in compliance with Section 8 Housing Quality Standards and local housing code requirements as outlined in 24 CFR Part 92.251.

27. State Recipient Responsibilities for Written Agreements. The Grantee must ensure that entities receiving HOME assistance comply with HOME regulations by including language in each written agreement for HOME assistance as outlined in 24 CFR 92.504 and also included in Attachment B, Special Conditions.

28. Conditions for Religious Organizations. The Funds used in connection with any religious organization must comply with the provisions of 24 CFR Part 92.257.

29. Outstanding Liabilities. The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

30. Falsification of Information. The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

31. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
Ohio Department of Development
77 South High Street, P. O. Box 1001
Columbus, Ohio 43216-1001

2. In case of the Grantee, to:

The Honorable Ryan E. Olexo, President
Belmont County Board of Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first above written.

GRANTEE:
County of Belmont

By: Ryan E. Olexo /s/

Title: Ryan E. Olexo, President
Date: 10-5-01

GRANTOR:
State of Ohio
Department of Development
By: _____
Bruce Johnson, Director

Date: _____

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING
PAYMENT OF REQUISITION NO. 12
FOR THE FOX COMMERCE INDUSTRIAL PARK PROJECT

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the payment of Requisition No. 12 for the Fox Commerce Industrial Park Project to the James White Construction Company, 4156 Freedom Way, Weirton, WV in the amount of \$134,470.24, Partial Payment Estimate No. 113 as recommended by Street Engineering & Surveying.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF HIRING
KARRI HAGLOCK AS CLERK I
FOR SANITARY SEWER DISTRICT

Motion made by Mr. Olexo, seconded by Probst to approve the hiring of Karri Haglock, St. Clairsville, Ohio as Clerk I for the Belmont County Sanitary Sewer District effective October 15, 2001 at the rate of \$7.50 per hour.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF QUARTERLY
FINANCIAL REPORT FORM FOR THE
OAKVIEW JUVENILE REHAB AFTERCARE PROGRAM GRANT

Motion made by Mr. Probst, seconded by Mr. Olexo to sign the submit the Quarterly Financial Report Form for the Aftercare Program Grant, Subgrant No. 2000-JB-013-A112, Report Period Ending: 9/30/01, Quarterly Payment Request: \$4,000.00 for the Oakview Juvenile Rehabilitation District.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF QUARTERLY
FINANCIAL REPORT FORM FOR THE
PROJECT MOBILE GRANT/ SHERIFF'S

Motion made by Mr. Probst, seconded by Mr. Olexo to sign the submit the Quarterly Financial Report Form for the Sheriff's Department Project Mobile Grant, Subgrant No. 2000-LE-LEB-3411, Report Period Ending: 9/30/01, Quarterly Payment Request: \$18,750.00.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF AUTHORIZING
MORTGAGE DOWNPAYMENT ASSISTANCE PROGRAM
FOR MARK E. CONWAY/CHIP

Motion made by Mr. Probst, seconded by Mr. Olexo to authorize the Belmont County Community Housing Improvement Program's Downpayment Assistance Program in the amount of \$4,800.00 to Mark E. Conway (Single) for his Mortgage Deed on property located at 69419 Sunset Heights, Bridgeport, OH as recorded in Vol. 812, Pg. 701 of the Mortgage Records of Belmont County, Ohio.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF ADJOURNING
MEETING AT 11:14 A.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn the meeting at 11:14 A.M.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

Read, approved and signed this 10th day of October A.D., 2001.

_____ COUNTY COMMISSIONERS

Mark A. Thomas, absent

We, Ryan E. Olexo and Darlene Pempek, 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

