

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, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of April 10, 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. Thomas, seconded by Mr. Olexo 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
Black Hills Ammunition	Security supplies-General	419.00
Pitney Bowes	Postage/Eastern Court-General	3,535.00
Megan Banker	Attorney fees, Guardianship-Probate	704.60
Belmont County Tourism Council	Aug operating expenses-Lodging Excise	15,000.00
Ameritech	Service-Litter Control	105.71
AT&T	Service-Litter Control	17.65
National City Bank	Loan pmt/New county garages	
	Engineer's Bldg Const.	\$1,600,000.00
National City Bank	Interest pmt/New county garages	
	Engineer's Bldg. Const.	76,746.22
Belmont National Bank	Aug computer pmt-Eastern Ct Bond Retire	1,747.64
Jeter Systems Corp.	Stickers-Western Computer	78.27
OH Assoc Municipal Court Clerks	Fall conference reg-Eastern Spec Proj	235.00
Crown Plaza Quaker Square	Hotel fees, Clerk's conf-Eastern Spec	19350

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for August 15, 2001 as follow:

FUND	AMOUNT
General	\$5,428.90, \$15,005.74
General/Sheriff's	\$10,833.62
Western Belmont County Satellite	\$741.92
Dog Kennel	\$1,940.82, \$666.98
County Home	\$26,832.46, \$21,704.29
BCDJFS/PA	\$10,617.80, \$479.00, \$113,727.17, \$41,134.31, \$9,946.60
Eastern Satellite Building	\$493.32
Oakview Juvenile Rehabilitation	\$937.97
Oakview Juv Rehab/Aftercare Program	\$203.82
Job Training	\$13,140.00, \$774.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF  
FUNDS MEDICAL LIFE INSURANCE  
CHARGEBACKS FOR THE PERIOD OF  
JUNE , JULY AND AUGUST, 2001**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for the Medical Life Insurance chargebacks for the months of June, July and August, 2001.

FROM	TO	AMOUNT
A406-G09 Public Defender	Y091-Y05	64.80
A403-A09 Bd. of Elections	Y091-Y05	27.00
A403-A09 Bd. of Elec/Emp.	Y091-Y05	58.85
M055-M10 CCap Donated	Y091-Y05	0.00
M067-M05 Alternative School	Y091-Y05	54.00
M068-M05 Drug Court II	Y091-Y05	3.60
M060-M64 Care and Custody Rest	Y091-Y05	10.80
M060-M29 Care/Cust. (C-Cap)	Y091-Y05	21.60
M069-M05 Drug Court III/Juv	Y091-Y05	7.20
M064-M10 Placement	Y091-Y05	10.80
S031-G17 Group Homes	Y091-Y05	57.60
S239-V47 O V Recycling	Y091-Y05	0.00
H050-H15 Litter Control	Y091-Y05	21.60
S033-S47 D. Det. Home	Y091-Y05	234.00
S032-S05 Status Offenders	Y091-Y05	0.00
J000-J06 R.E. Assessment	Y091-Y05	32.40
B100-B10 Dog & Kennel	Y091-Y05	54.00
L001-L13 Soil Conservation	Y091-Y05	43.20
S017-S31 Children Services	Y091-Y05	0.00
H430-H14 County Home	Y091-Y05	1,013.40
E101-E12 County Health	Y091-Y05	124.84
S049-S63 Mental Health	Y091-Y05	50.43
H300-H13 Public Assistance	Y091-Y05	1,635.62
H310-H08 Child Support	Y091-Y05	172.80
K200-K10 Eng K-1 & K-2	Y091-Y05	43.20
K200-K24 Engineers K-11	Y091-Y05	324.06
K200-K37 Engineers K-25	Y091-Y05	97.20
Y090-Y14 Water/Sewer	Y091-Y05	270.00
T075-T02 WIC Fringes '01	Y091-Y05	39.60
T075-T52 WIC Fringes '00	Y091-Y05	0.00
A406-F08 Disaster Services	Y091-Y05	0.00
S230-S16 Oak. Juv. Rehab.	Y091-Y05	43.20
S230-S66 Oak. Juv. Rehab.	Y091-Y05	79.20
S079-S07 Clk. of Cts. title	Y091-Y05	86.40
E010-E11 E911-fund	Y091-Y05	0.00
S277-S02 Community Grant	Y091-Y05	10.80
W080-P07 Victim Assistance	Y091-Y05	10.80
S084-S14 Eastern Ct. Computer	Y091-Y05	10.80
S083-S14 Northern Ct. Computer	Y091-Y05	10.80
S082-S14 Western Ct. Computer	Y091-Y05	10.80
S076-S05 Halfway House	Y091-Y05	7.20
M062-M05 Intake Coordinator	Y091-Y05	10.80
S094-S04 County Ct. Probation	Y091-Y05	10.80

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER  
OF FUNDS WITHIN THE GENERAL FUND**

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

FROM	TO	AMOUNT
A206-B09 Workers Comp.	A006-A12 Travel/Gasoline	\$ 5,192.18
A006-E09 Workers Comp.	A006-E11 Hospitalization	\$13,500.00
A206-G09 Workers Comp.	A406-G09 Other Exp/Pub Def	\$ 3,253.90
A206-F08 Workers Comp.	A406-G09 Other Expenses	\$ 1,064.54
A209-D08 Workers Comp.	A406-G09 Other Expenses	\$ 2,368.99
A212-A08 Workers Comp.	A406-G09 Other Expenses	\$ 3,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER**  
**OF FUNDS WITHIN THE GENERAL FUND**

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

FROM	TO	AMOUNT
A202-C36 Workers Comp.	A402-C36 Other Exp/Juv Ct	\$ 3,819.00
A202-C36 Workers Comp	A402-F12 Other Exp/Coroner	\$ 1,865.73
A201-E10 Workers Comp.	A402-F12 Other Exp/Coroner	\$ 2,000.00
A201-E10 Workers Comp.	A301-A11 Unemployment	\$ 3,000.00
A201-E10 Workers Comp.	A206-A03 Housing Prisoners	\$ 4,796.11
A202-B12 Workers Comp.	A206-A03 Housing Prisoners	\$ 5,159.82
A206-A14 Workers Comp.	A206-A03 Housing Prisoners	\$ 1,619.07
A206-A14 Workers Comp.	A206-A03 Housing Prisoners	\$15,242.50*
	<b>*Due to Noble Co. from June 2000</b>	
A206-A14 Workers Comp.	A501-A06 Sheriff Cruisers/	\$23,508.54
	<b>lease payment due</b>	
A206-A14 Workers Comp.	A006-A07 Training School	\$ 5,000.00
A206-A14 Workers Comp.	A006-A12 Travel/Gasoline	\$ 6,434.26

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Certificate of Estimated Resources, as revised by the Budget Commission under the date of August 15, 2001.

**T-11**  
**CDBG FUND**

TO11-T02 CDBG Grants	\$ 20,607.00
Grant # B-F-00-007-1	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL**  
**APPROPRIATIONS FOR THE O-35 BOND**  
**RETIREMENT COUNTY COURT COMPUTER FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 15, 2001.

**O-35 BOND RETIREMENT**  
**COUNTY COURT COMPUTER FUND**

0035-005 NORTHERN COURT LOAN PAYMENT	\$8,738.20
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADDITIONAL**  
**APPROPRIATIONS FOR THE N-32**  
**BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 15, 2001.

**N-32**  
**BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND**

N032-N01 Contract Services	\$295,615.00
<b>***State of Ohio/ARC and EDA grant monies</b>	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE COUNTY COURT  
BOND RETIREMENT FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo 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 July 18, 2001.

**PROBATE COURT COMPUTER FUND S-81**

S081-S08 Computer Expenses               \$3,510.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE U-10  
SHERIFF'S RESERVE ACCOUNT FUND**

Motion made by Mr. Thomas, 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 August 1, 2001.

**U-10 SHERIFF RESERVE ACCOUNT FUND**

U010-U06 OTHER EXPENSES               \$     840.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

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

Motion made by Mr. Olexo, seconded by Mr. Thomas 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 August 15, 2001.

**GENERAL FUND/MAGISTRATE**

A002-B30 Other Expenses	\$1,713.70
A002-B25 Salaries	3,326.60

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE ENGINEER'S BUILDING  
CONSTRUCTION FUND N02**

Motion made by Mr. Thomas, seconded by Mr. Olexo 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 August 15, 2001.

**ENGINEER'S BUILDING CONSTRUCTION FUND N02**

N002-N41 Bldg Const. Interst Pmt	\$28,000.00
N002-N40 Bldg Const Loan Pmt	1,600,000.00
N002-N41 Bldg Const. Interst Pmt	48,365.04

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE VARIOUS JUVENILE COURT  
PROGRAM FUNDS**

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 August 15, 2001.

**M-70 DRUG COURT-TUTORING PROGRAM**

M070-M01 Salaries                       \$614.84

**M-69 DRUG COURT-DRUG COURT III**

M069-M01 Salaries                       \$1,653.84

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Thomas, 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 August 15, 2001.

**OAKVIEW JUVENILE REHABILITATION DISTRICT FUND**  
S030-S04 Food \$971.37

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE  
SHERIFF'S RESERVE ACCOUNT FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas 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 August 15, 2001.

U10 SHERIFF'S RESERVE ACCOUNT  
U010-U06 Other Expenses \$687.50

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE OAKVIEW JUVENILE  
REHABILITATION DISTRICT AFTERCARE PROGRAM FUNDS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 15, 2001.

**OAKVIEW JUVENILE REHABILITATION DISTRICT  
AFTERCARE FUND**

S028-S51 Salaries	\$9,589.00
S028-S52 PERS	1,371.00
S028-S53 Hospitalization	1,350.00
S028-S54 Worker's Compensation	10.00
S028-S55 Medicare	313.00
S028-S56 Contract Services	6,668.00
S028-S57 Travel	396.00
S028-S58 Equipment	1,175.00
S028-S59 Supplies	1,755.00
S028-S60 Other Expenses	4,673.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

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

Motion made by Mr. Olexo, seconded by Mr. Thomas 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 August 15, 2001.

**GENERAL FUND  
Juvenile Court**

A402-C36 Other Expenses \$ 781.66  
**May 2001**

A402-C36 Other Expenses \$ 1,151.92  
**June 2001**

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF GRANTING**  
**REQUEST TO TRAVEL FOR BCDJFS EMPLOYEES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to grant the following requests to travel for BCDJFS employees.

Name: 11 employees  
Destination: Cambridge, Ohio  
Dates of travel: October 10, 2001  
Purpose: IEVS Processing in CRISE  
Estimated expenses: \$203.15

Name: 11 employees  
Destination: Cambridge, Ohio  
Dates of travel: October 11, 2001  
Purpose: IEVS Processing CRISE  
Estimated expenses: \$203.15

Name: Janelle Nardo, Jack Regis, Beth Johnson & Karen Clouse  
Destination: Cambridge, Ohio  
Dates of travel: October 12, 2001  
Purpose: IVEs Processing CRISE  
Estimated expenses: \$71.05

Name: 6 employees  
Destination: Cambridge, Ohio  
Dates of travel: November 1-2, 2001  
Purpose: Processing Medicaid Training  
Estimated expenses: \$182.10

Name: 7 employees  
Destination: Columbus, Ohio  
Dates of travel: October 24-25, 2001  
Purpose: Processing Medicaid and FS  
Estimated expenses: \$1,495.60

Name: Shelly Cooper and Erin Greenwood  
Destination: Cambridge, Ohio  
Dates of travel: December 11-12, 2001  
Purpose: Case Management 202  
Estimated expenses: \$102.10

Name: Portia Heydle, Karen Clouse, Beth Johnson & Terri Knox  
Destination: Cambridge, Ohio  
Dates of travel: January 15-16, 2002  
Purpose: Case Management 202  
Estimated expenses: \$142.10

Name: 6 employees  
Destination: Cambridge, Ohio  
Dates of travel: January 17-18, 2002  
Purpose: Case Management 202  
Estimated expenses: \$244.20

Name: 7 employees  
Destination: Cambridge, Ohio  
Dates of travel: January 22-23, 2002  
Purpose: Case Management 202  
Estimated expenses: \$264.20

Name: 7 employees  
Destination: Cambridge, Ohio  
Dates of travel: January 24-25, 2002  
Purpose: Case Management 202  
Estimated expenses: \$264.20

Name: 5 employees  
Destination: Cambridge, Ohio  
Dates of travel: October 30-31, 2001  
Purpose: Processing Medicaid and FS  
Estimated expenses: \$224.20

Name: 5 employees  
Destination: Cambridge, Ohio  
Dates of travel: November 6-7, 2001  
Purpose: Processing Medicaid and FS  
Estimated expenses: \$224.20

Name: 6 employees  
Destination: Cambridge, Ohio  
Dates of travel: November 8-9,2001  
Purpose: Processing Medicaid and FS  
Estimated expenses: \$244.20

Name: Rhonda Mayhugh and Beth Biernot  
Destination: Columbus, Ohio  
Dates of travel: August 14-15,2001  
Purpose: WIA Case Management Training  
Estimated expenses: \$502.80

Name: Lisa Fijalkowski, Jack Cera and Mike Klinec  
Destination: Columbus, Ohio  
Dates of travel: September 10, 2001  
Purpose: WRTPRC Meeting  
Estimated expenses: \$112.80

Name: 7 employees  
Destination: Columbus, Ohio  
Dates of travel: October 24-25,2001  
Purpose: Processing Medicaid and FS  
Estimated expenses: \$1,902.80

Name: Sarah Horne and Karen Fatula  
Destination: Columbus, Ohio  
Dates of travel: November 5-9,2001  
Purpose: Fundamental Concepts of Income Maintenance  
Estimated expenses: \$1,202.80

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF GRANTING PERMISSION  
FOR RECYCLING & LITTER PREVENTION  
EMPLOYEE TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Probst granting permission for Samantha Carroll, Program Director, Recycling & Litter Prevention, to travel to Columbus, Ohio, on August 31, 2001, to pick up "Lucky" the Ladybug to appear at the Belmont County Fair and to return her on September 10, 2001. A county vehicle will be used so supplies can also be picked up from the Division warehouse.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF VACATION  
OF MAIN STREET AND 4 ALLEYS  
IN SHEPHERDSTOWN AND REDEDICATION  
OF COUNTY RD.64, WHEELING TWP/RD IMP 1058**

**"Hearing Had-9:30 A.M.**

**REPORT OF COUNTY ENGINEER**

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated August 8, 2001, proceeded on the August 15, 2001 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

The width to which said improvement should be opened is 60 feet.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:

**"see attached plat"**

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement be granted. to-wit:

Fred F. Bennett /s/  
County Engineer of Belmont County, Ohio

IN THE MATTER OF  
THE VACATION OF MAIN STREET AND  
4 ALLEYS AND REDEDICATION OF C.R. 64,  
IN SHEPHERDSTOWN/WHEELING TOWNSHIP/RD IMP 1058

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioner do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated and rededicated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Thomas seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

Adopted the 15th day of August, 2001

**UNDER DISCUSSION:**

Ruth Graham, Belmont County Engineer Department, informed the Board that the Engineer's Department had met with the Township Trustees and a representative from Consolidated Coal Company. All adjacent homeowners were notified and no objections were received.

**IN THE MATTER OF ENTERING  
INTO AGREEMENT WITH DAVISON ELECTRIC CO., INC.  
FOR EMERGENCY LIGHTING & FIRE ALARM SYSTEM FOR THE  
C-CAP SCHOOL/BETHESDA SATELLITE BUILDING**

Motion made by Mr. Probst, seconded by Mr. Thomas to enter into the following agreement with Davison Electric Co., Inc for the Emergency Lighting and Fire Alarm System at the Belmont County C-Cap School located in Bethesda, Ohio.

**AGREEMENT**

This agreement made as of the 6<sup>th</sup> day of August in the year of  
Two thousand one

BETWEEN the Owner: Belmont County Board of Commissioners  
Courthouse  
St. Clairsville, OH 43950

and the Contractor: Davison Electric Co., Inc.  
15 South Fifth Street  
Martins Ferry, OH 43935

The Project is : Emergency Lighting & Fire Alarm System  
Belmont County C-CAP School  
Bethesda, OH

The Architect is: William Hooker, AIA  
P.O. Box 102, 243 Harbel Drive  
St. Clairsville, Ohio 43950

The Owner and Contractor agree as set forth below.

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

The contract documents consist of this Agreement, conditions of the contract (general, supplementary, and other conditions). Drawings, specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract



represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the contract Documents, other modifications, appears in Article 9.

ARTICLE 2  
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

THE CONTRACTOR SHALL EXECUTE THE ENTIRE WORK

ARTICLE 3  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time or Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire work not later than

FORTY-FIVE (45) DAYS, SUNDAYS AND WHOLE HOLIDAYS NOT INCLUDED

Subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4  
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of

TWENTY THREE THOUSAND FIVE HUNDRED Dollars (\$ 23,500), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

NONE

4.3 Unit prices , if any , are as follows:

NONE

ARTICLE 5  
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor's as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the TWENTIETH day of a month, the Owner shall make payment to the Contractor not later than the TWENTIETH day of the NEXT month. If an Application for payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than \_\_\_\_\_ days after the Architect receives the Application for payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocated the entire Contract sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to be the Architect, shall be used as a basis for reviewing the Contractor's Applications for payment.

5.5 Applications for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for payment.

5.6 Subject to the provisions of the contract document, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values less retainage of TEN percent (10%) pending final determination of cost to the owner of changes in the work, amounts not in dispute may be included as provided in subparagraph 7.3.7 of the general conditions even though the contract sum has not yet been adjusted by change order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent (10%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amount, if any, for which the Architect has withheld or nullified a certificate for payment as provided in paragraph 9.5 of the general conditions.

5.7 The progress payment amount determined in accordance with paragraph 5.6 shall be further modified under the following circumstances.

5.7.1 Add, upon substantial completion of the work, a sum sufficient to increase the total payments to 90 % of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims, and

5.7.2 Add, if final completion of the work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any shall be as follows:

#### ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming work as provided in Subparagraph 12.2.2. of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final certificate for payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final certificate for payment, or as follows:

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located:

7.3 Other provisions:  
NONE

#### ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions

8.2 The Work may be suspended by the Owner as provided in Article 14 of the general conditions.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement between owner and contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction , AIA Document A201, 1997 edition.

9.1.3 The supplementary and other conditions of the contract are those contained in the project manual dated \_\_\_\_\_ and are as follows:

Document	Title	Pages
AIA DOC 701	NOTICE TO BIDDERS	2
	RESOLUTION - BELMONT CO. COMMISSIONERS	1
	PREVAILING WAGE CONTRACTOR RESPONSIBILITIES	2
	INSTRUCTION TO BIDDERS	5
	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	3
	SUPPLEMENTARY GENERAL CONDITIONS	7

9.1.4 The Specifications are those contained in the Project manual dated as in subparagraph 9.1.3, and are follows:

Section	Title	Pages
01010	PROJECT REQUIREMENTS	5
	FIRE ALARM SYSTEM	11

9.1.5 The drawings are as follows, and are dated unless a different date is shown below:

Number	Title	Date
1	FIRE ALARM & EMERGENCY LIGHTING BASEMENT & MAIN LEVEL FLOOR PLANS	JULY 2001
2	FIRE ALARM & EMERGENCY LIGHTING SECOND LEVEL FLOOR PLAN	JULY 2001
3	TRANSVERSE BUILDING SECTION	JULY 2001

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
	NONE	

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

NONE

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

BELMONT COUNTY COMMISSIONERS  
OWNER

DAVISON ELECTRIC CO., INC.  
CONTRACTOR

Ryan E. Olexo /s/

David DeFelice /s/  
President

Charles R. Probst, Jr.      /s/

Mark A. Thomas /s/

Upon roll call the vote was as follows:

Mr. Olexo                    Yes  
Mrs. Thomas                Yes

IN THE MATTER OF ACCEPTING  
PROPOSAL FROM KYER SURVEYING & MAPPING  
FOR SOMERSET PARK ROAD DEDICATION/ENGINEER'S

Motion made by Mr. Probst, seconded by Mr. Olexo to accept the proposal from Kyer Surveying & Mapping, St. Clairsville, Ohio in the amount of \$1,500.00 for providing surveying services for the dedication of a roadway for public use. The road will provide public access from Somerset Township Road #34 to an existing park near Somerton.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF AUTHORIZING  
THE SIGNING AND SUBMITTAL OF THE  
2002 RECYCLE, OHIO! GRANT APPLICATION**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Commission President Ryan E. Olexo to sign and submit the 2002 Recycle, Ohio! Grant Application to the Ohio Department of Natural Resources.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION WITH  
COUNTY ENGINEER FRED BENNETT ET AL  
AT 10:30 A.M.**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into executive session at 10:30 A.M. with Fred Bennett, County Engineer; John DeBonis, Administrative Assistant and Shereza O'Hara, Engineer's Clerk to discuss contract negotiations 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); 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 prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment.

**WHEREFORE, BE IT RESOLVED THAT:** the Board of Belmont County Commissioners shall hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment;

**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
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION WITH  
COUNTY ENGINEER FRED BENNETT ET AL**

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn executive session with Fred Bennett, County Engineer; John DeBonis, Administrative Assistant and Shereza O'Hara, Engineer's Clerk to discuss contract negotiations.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

NO ACTION TAKEN

**IN THE MATTERS OF DISCUSSION HELD  
RE: WELL TESTING IN THE AREA OF KEY BELLAIRE ROAD**

Tina Sauvageot questioned the Board as to the status of the results of water testing by the State. Ms. Sauvageot also wanted to voice her disappointment in not having been chosen as one of the first sites to receive waterlines. Commissioner Olexo stated that the Commissioner's had recently announced the list of water projects, and are glad that waterlines will be in the ground. This particular project is not on that list because the Commissioners were waiting on results from testing. However, the Commissioners are going to proceed with projects, and this is a showing of their commitment to the residents. Commissioner Probst commented, "John Christopher (Director of Sanitary Sewer District) informed the board that parameters were sent to his office and he is contacting ODNR today." Commissioner Thomas stated that the county tested for total bacteria. All had bacteria and only one showed e-coli.

Ms. Sauvageot asked if there were any other funds available, "When can we hope for water?" Commissioner Probst stated that ODNR would notify participants by mail. He assured her that Mr. Grum, Water and Sewer Consultant, was evaluating her area and gathering information and estimates.

RECESS UNTIL 1:00 BUDGET HEARING

**IN THE MATTER OF SIGNING**  
**ALL DOCUMENTS RELATIVE TO THE**  
**ISSUANCE OF \$1,850,000 VARIOUS PURPOSE**  
**BOND ANTICIPATION NOTES**

Motion made by Mr. Olexo, seconded by Mr. Thomas to sign all documents relevant to the issuance of \$1,850,000 Various Purpose Bond Anticipation Notes, Second Series of the County of Belmont, Ohio dated August 20, 2001, maturing August 19, 2002.

August 20, 2001

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

Re: \$1,850,000 Various Bond Anticipation Notes, Second Series dated August 20, 2001 of the County of Belmont, Ohio.

We are writing this Letter of Instructions Regarding Use of Proceeds and Arbitrage Compliance with regard to the above referenced obligations (the "Obligations"), which were issued by County of Belmont, Ohio (the "Issuer") pursuant to legislation, dated August 20, 2001, (the "Authorizing Legislation"), to finance part of the costs of acquiring computer equipment and related software for use by the County's Common Pleas Court (the "New Project") and to pay at maturity the Issuer's \$1,600,000 County Engineer Buildings Bond Anticipation Notes, dated August 21, 2000 (the "Prior Obligations"), which were issued to refinance part of the cost of acquiring and constructing (i) paying part of the costs of constructing garages for use by the County Engineer (the "Prior 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 the 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 Private User and not more than the lesser of five percent (5%) of the Proceeds or \$5,000,000 may be used for Private Loans.

(b) Refunding Requirement. The Proceeds of the Refunding Portion of the Obligations must be used to redeem the outstanding amount of the Prior Obligations within ninety (90) days after the Closing Date.

(c) Expenditures for the New 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 New Money Portion of the Obligations and acquisition of the New 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 New Money Portion within three (3) years after the Closing Date, (y) the acquisition of the New Project will proceed with due diligence to completion and (z) the Proceeds of the New Money Portion of the Obligations will be spent 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, of the New Money Portion of the Obligations must not exceed the amount necessary for the New Project, including, to the extent permitted, issuance expenses and interest during construction.

(d) Reimbursement Allocations. The Issuer may not allocate any of the Proceeds of the New Money Portion of the Obligations to Capital Expenditures for the New Project 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 New 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 New Money Portion 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.

(e) 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 Contractor

(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.

(f) 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) Changes 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 either obtains an opinion of Bond Counsel that such use will not constitute a Change in Use or otherwise adversely affect the Federal Tax Status of the Obligations, or alternatively, 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 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 a 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) Other Purchases. 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 not purchased directly from the United States Treasury is limited to the lesser of \$10,000 or one-tenths of one percent (0.1%) of the Yield-Restricted Investment Computational Base. portfolio, or the lowest aggregate cost, determined on a security by security basis;



3. Timing and Method of Determination of Arbitrage Compliance Payments. The Issuer covenanted to take all actions necessary to comply with the rebate requirements applicable to investments of the Proceeds of the Obligations contained in Section 148(f) of the Code and the Treasury Regulations thereunder. In addition, if any of the Gross Proceeds of the Obligation in excess of the Minor Portion remain unspent beyond the available Applicable Temporary Periods, the Issuer must determine if any Yield Reduction Payment is owed. The Issuer, therefore, must take the following actions:

(a) Collection of Records. Immediately after the Rebate 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 Rebate 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 Rebate Payment. The Issuer should direct the Rebate Analyst to calculate the Rebate Amount, the Required Rebate, the Yield Reduction Amount and the Rebate Payment upon receipt of such records and in any event prior to forty-five (45) days after the Rebate Computation Date. In determining the Rebate Amount:

(i) Debt Service Funds. No amount in any Bona Fide Debt Service Funds may be included in Gross Proceeds of the Obligation if;

(A) Average Annual Debt Service. Collectively, the average annual Debt Service on all of the Obligations does not exceed \$2,500,000;

(B) Annual Earnings. In computing Investment Proceeds of the Obligations for any particular Bond Year, the earnings on the Bona Fide Debt Service Funds, collectively, during that Bond Year are less than \$100,000; or

(C) Construction Spending Exception Met. The Construction Spending Exception, described in subparagraph (ii)(B)(II) below, is met;

(ii) Expenditures Made.

(A) Six Month Exception.

(I) Refunding Portion. No amount of Gross Proceeds of the Refunding Portion of the Obligations, as modified by Treas. Reg. Sec. 1.148-7(c)(3), need be included in Gross Proceeds of the Obligations if all such modified Gross Proceeds are expended within six (6) months after the Closing Date, or twelve (12) months for an amount equal to the lesser of five percent (5%) of the Sale Proceeds or \$100,000; and

(II) New Money Portion. No amount of Gross Proceeds of the New Money Portion of the Obligations, as modified by Treas. Reg. Sec. 1.148-7(c)(3), need be included in Gross Proceeds of the Obligations if all such modified Gross Proceeds are expended within six (6) months after the Closing Date, or twelve (12) months for an amount equal to the lesser of five percent (5%) of the Sale Proceeds or \$100,000;

(B) Capital Expenditures. Unless it would increase the Rebate Amount,

(I) 18-Month Exception to Rebate. No amount of Gross Proceeds, as modified by Treas. Reg. Sec. 1.148-7(d)(3), of the New Money Portion of the Obligations need be included in Gross Proceeds, if the Expenditure Amounts were expended by each of the Expenditure Dates; or

(II) Construction Spending Exception to Rebate. No amount of ACP need be included in Gross Proceeds, if the Construction Expenditure Amounts were expended by each of the Target Dates; and

(c) Rebate Payments. Within sixty (60) days after the Rebate Computation Date, the Issuer must remit an amount equal to the Rebate Payment to the United States Treasury at the office of the Internal Revenue Service. Such remittance should be accompanied by any form or forms required to be submitted with such a 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.

(d) Rebate Payment for the Prior Obligations. The Issuer must determine whether any Rebate Payment is owed with respect to Investment Property allocable to the Gross Proceeds of the Prior Obligations, using the methodology described in Subsections (a)-(c) of this Section, and remit any Rebate Amount owed to the United States Treasury no later than sixty days after the Refunding Computation Date.

#### 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) Redemption of Prior Obligations. All records of the redemption of the Prior Obligations, including all redeemed with Gross Proceeds of the Refunding Portion of the Obligations, should be kept in a separate record.

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

#### (d) 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.

(e) 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 Schwallie /s/  
Dennis G. Schwallie

Received and acknowledged:  
COUNTY OF BELMONT, OHIO  
By Darlene Pempek /s/  
Title: Clerk of the Board of County Commissioners  
Date: August 20, 2001

By Joseph A. Pappano /s/  
Title: County Auditor  
Date: August 20, 2001

BY Joseph A. Gaudio /s/  
Title: County Treasurer  
Date: August 20, 2001

**APPENDIX**  
**DEFINITIONS**

In addition to words and terms elsewhere defined in this Letter and in the No-Arbitrage Certificate, as defined hereinafter, the following words and terms used in this Letter shall have the following meanings, unless some other meaning is plainly intended:

"AMT Bond" means a Qualified Private Activity Bond, other than a Qualified 501 (c)(3) Bond, the interest on which is a specific item of tax preference under Section 57 (a)(5)(C) of the Code, subject to the federal alternative minimum tax under Section 55 of the Code.

"Applicable Temporary Period" means the temporary investment period available for each particular category of Gross Proceeds of the Obligations, as provided in Treas. Reg. §1.148-2(e), during which time Gross Proceeds may be invested in Materially Higher Yielding Investments. The Applicable Temporary Period for amounts in the Project Fund is three (3) years from the Issue Date, the Applicable Temporary Period for any amount deposited in a Bona Fide Debt Service Fund is thirteen (13) months from the date of deposit in such fund, the Applicable Temporary Period for any Investment Proceeds is one (1) year from the date of receipt of such amount, the Applicable Temporary Period for any Replacement Proceeds is thirty (30) days from the date such amount becomes Replacement Proceeds and the Applicable Temporary Period for any Disposition Proceeds will be determined under Treas. Reg. § 1.141-12 (a).

"Arbitrage Bond" means any obligation of a Governmental Entity that is treated as an arbitrage bond under Sections 103 (b)(2) and 148 of the Code.

"Arbitrage Compliance Payment" means any Yield Reduction Payment.

"Bona Fide Debt Service Fund" means a fund that is (1) used primarily to achieve a proper matching of revenues with Debt Service within each Bond Year and (2) depleted at least once each Bond Year, except for the Permitted Carryover.

"Bond Counsel" means a nationally recognized bond counsel experienced in municipal finance, particularly in the issuance of Tax-Exempt Bonds.

"Bond Year" means the period commencing on the Closing Date and ending on a date within one year after the Closing Date and then each one year period commencing the day after such date and each anniversary of such date thereafter.

"Cancellation Right" means the right of a Governmental Entity to cancel a contract on reasonable notice without penalty or cause.

"Capital Expenditure" means any expense that is properly depreciable or amortizable or is otherwise treated as a capital expenditure under the Code and, for the purposes of determining eligible Reimbursement Allocations, Costs of Issuance.

"Capitation Fee" means a fixed amount paid per individual covered, so long as the types and quantity of services actually provided to covered individuals varies substantially. For this purpose, up to twenty percent (20%) of the total fee may consist of a variable component to protect the Service Provider from catastrophic loss.

"Change in Use" means any sale, exchange, lease or other disposition of any portion of a Governmental Facility to any Private User or any use of any portion of a Governmental Facility that would be a Private Use.

"Closing Date" means the date obligations are issued and paid for, as provided in Treas. Reg. § 1.150-1(b).

"Computation Date" means the Redemption Date, but no earlier than eight (8) months after the Closing Date, if later than the Redemption Date.

"Computation Period" means the period from the Closing Date through the Computation Date.

"Cost of Issuance" means any expenditure incurred in connection with the issuance of the Obligations, including such costs as underwriters' spread, rating agency fees, appraisal costs, attorneys' and accountants' fees and printing costs, but excluding Qualified Guarantee Fees or expenditures incurred in connection with the acquisition of the Project.

"Debt Service" means any principal and interest payments on the Obligations.

"Disposition Cash" means the Disposition Proceeds if the consideration for the sale, exchange or other disposition of any Governmental Facilities consists exclusively of cash.

"Disposition Proceeds" means the amounts, including property, received from the sale, exchange or other disposition of any Governmental Facilities, as provided in Treas. Reg. §1.131-12 (c).

"Eligible Yield-Restricted Proceeds" means any Yield-Restricted Proceeds, as specially described in Treas. Reg. §1.148-5(c)(3), the Yield on which may be reduced by making Yield Reduction Payments.

"Federal Tax Status" means the classification of any Obligation as a Governmental Bond.

"Federally-Guaranteed" means having the payment of either the principal of or interest on any portion of the Obligations or any loan made with the Proceeds of any portion of the Obligations guaranteed, in whole or in part, directly or indirectly, by the United States, or acquiring any Investment Property that is, directly or indirectly federally-insured, except as otherwise permitted by Section 149(b) of the Code.

"501(c)(3) Organization" means an organization described in Section 501 (c)(3) of the Code and determined by the Internal Revenue Service to be exempt from taxation under Section 501 (a) of the Code.

"Future Value" means future value, as defined in Treas. Reg. §1.148-3(c).

"GIC Computational Base" means the weighted average amount reasonably expected to be deposited each year of the contract.

"Governmental Bond" means any obligation of a Governmental Entity that satisfies the requirements of Section 103 and 141 through 150 of the Code and is not a Private Activity Bond.

"Governmental Entity" means any State and any political subdivision and agency of any State.

"Governmental Facility" means any property owned by one or more Governmental Entities, provided that not more than ten percent (10%) of such property is used by Private Users.

"Gross Proceeds" means Proceeds and Replacement Proceeds, determined pursuant to Treas. Regs. §§ 1.148-1(b) and -1(c), all until spent.

"Guaranteed Investment Contract" means any Nonpurpose Investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, and any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Incentive Award" means a one-time single, stated dollar increase in the amount of the Periodic Fixed Fee during the term of a Service Contract, given when either a gross revenue target or a gross expense target (but not both) is met.

"Independent" means not being a shareholder, partner, member, director, trustee, officer or employee of an entity.

"Investment Proceeds" means any amounts actually or constructively earned or received from investing the Proceeds in Investment Property.

"Investment Property" means any security (as defined in Section 165(g)(2)(A) or (B) of the Code), obligation (including any Tax-Exempt Bond), annuity contract or other investment-type property.

"Issue Price" means, generally, the initial offering price to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which a substantial amount (at least ten percent (10%) of each maturity) of the Obligations are sold, unless the Obligations are sold to one purchaser that intends to hold the Obligations for investment and not resale to the general public, and then the Issue Price means the Purchase Price paid by such purchaser.

"Mandatory Redemption Provision" means a requirement that the Obligations must be redeemed no later than six months after the occurrence of a Private Use, provided that, on the Closing Date, the Issuer had Reasonable Use Expectations.

"Materially Higher Yield" means any Yield that is higher than the Yield permitted to be earned under Section 148 of the Code and Treas. Regs. §§ 1.148-1 through -11.

"Materially Higher Yielding Investment" means Investment Property, including any Purpose Investment, but excluding any Non-AMT Bond or any SLGS, acquired with the Gross Proceeds of obligations, on which the Yield is a Materially Higher Yield.

"Minor Portion" means an amount of the Proceeds of the Obligations, other than Proceeds invested in a Reasonably Required Reserve or Replacement Fund or Proceeds invested during an Applicable Temporary Period, not in excess of the lesser of (i) five percent (5%) of the Proceeds of the Obligations, or (ii) \$100,000.

"Negative Pledge" means any agreement to maintain an amount at a particular level for the benefit, directly or indirectly, of any holder of the Obligations or any guarantor of the Obligations, except that any agreement under which the Issuer can grant rights to the funds that are superior to the rights of any holder or guarantor of the Obligations that meets

the requirements of Treas. Reg. § 1.148-1(c)(3)(ii)(A) or any agreement under which the amount to be maintained is reasonable and may be tested not more often than every six (6) months and that meets the requirements of Treas. Reg. § 1.148-1(c)(3)(ii)(B) shall not be treated as a Negative Pledge.

"Net Proceeds" means Proceeds less amounts thereof deposited in all Reasonably Required Reserve or Replacement Funds, if any.

"Net Sale Proceeds" means Sale Proceeds less amounts thereof deposited in all Reasonably Required Reserve or Replacement Funds, if any and less the Minor Portion.

"1954 Code" means the Internal Revenue Code of 1954, as amended through August 15, 1986, or as appropriate, to the date a particular debt instrument was issued.

"No-Arbitrage Certificate" means the "Certificate under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as Amended," given by the Issuer, including certifications given with respect thereto by Seasongood & Mayer, LLC

"Non-AMT Bond" means any Tax-Exempt Bond that is either a Governmental Bond or a Qualified 501(c)(3) Bond.

"Non-Governmental Person" means any natural person and any entity, other than a Governmental Entity.

"Nonpurpose Investment" means any Investment Property other than a Purpose Investment.

"Nonqualified Portion" means the portion of the Obligations no longer deemed to finance Governmental Facilities following any Change in Use of Governmental Facilities financed with such Obligations, provided that the Nonqualified Portion is determined using the highest percentage of Private Use in the one year period commencing with the Change in Use.

"Periodic Fixed Fee" means a fixed dollar amount for a specified period of time, which may increase automatically, based on a specific, objective, external standard unrelated to the output or efficiency of the Project.

"Permitted Carryover" means an amount that does not exceed the greater of the earnings on the Bona Fide Debt Service for the immediately proceeding Bond Year.

"Permitted Investment" means any Investment Property that may be purchased with the Proceeds of the Obligations pursuant to the laws of the State of Ohio.

"Per-Unit Fee" means a fee for each service performed, provided that the fee is specified in the contract, or is determined by an Independent person or organization or by the Issuer.

"Pledged Fund" means any amount pledged, directly or indirectly, to pay Debt Service on the Obligations and which provides reasonable assurance of such amounts being paid even if the Issuer experiences financial difficulties. Pledged Funds include amounts subject to a Negative Pledge.

"Pre-TRA Bond" means any obligation of a Governmental Entity the interest on which was excludible from gross income for federal income tax purposed pursuant to Sections 103 or 103A of the 1954 Code.

"Private Activity Bond" means any obligation issued by a Governmental Entity if there is more than ten percent (10%) Private Use and more than ten percent (10%) of the principal of or interest on such obligations is secured or to be paid, either directly or indirectly, by any Non-Governmental Person or if more than the lesser of five percent (5%) of the Proceeds of the obligations or \$5,000,000 is used to make Private Loans, all as described in Section 141(a) of the Code.

"Private Loan" means any loan, directly or indirectly, of any of the Proceeds of the Obligations to any Non-Governmental Person.

"Private Use" means the use of any Proceeds of the Obligations or any facilities financed with such Proceeds by Private Users. Private Use does not include any use of such facilities pursuant to a contract that satisfies the provisions of Section 1(d) of this Letter.

"Private User" means any Non-Governmental Person, other than a natural person not engaged in a trade or business.

"Proceeds" means all Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Obligations.

"Project Fund" means the portion of any fund or account established to finance the Project into which Gross Proceeds of the Obligations are deposited.

"Purchase Price" means fair market value, as provided in Treas. Reg. § 1.148-5(d).

"Purpose Investment" means any Investment Property allocated to Gross Proceeds of the Obligations acquired in order to carry out the governmental purpose of the Obligations, as provided in Treas. Reg. § 1.148-1(b).

"Qualified Administrative Fee" means any reasonable, direct administrative cost other than a carrying cost, such as a separately stated brokerage or selling commission, but does not include any legal or accounting fee, recordkeeping, custody, or similar cost, or general overhead costs and similar indirect costs of the Issuer.

"Qualified Alternative Use" means use of a portion of the Project by any person other than the Issuer following a Change in Use in a manner that would qualify under any provision of Sections 103 and 141 through 150 of the Code, provided that all of the requirements of Treas. Reg. § 1.141-12(f) are satisfied and the acquisition is not financed with the Proceeds of an issue of Tax-Exempt Bonds other than the Obligations or Refunding Bonds.

"Qualified Cash Defeasance" means the creation, with Investment Property purchased with the Disposition Cash remaining after being allocated to other Remedial Actions, of a Yield-Restricted Escrow within ninety (90) days after the sale, exchange or other disposition resulting in a Change in Use of any Governmental Facility financed with the Net Proceeds of the Obligations to defease a pro rata portion of the Obligations at the earliest call date available, provided that the Commissioner of the Internal Revenue Service is notified of the establishment of such escrow within ninety (90) days after its creation.

"Qualified Cash Redemption" means the redemption, with the Disposition Cash remaining after being allocated to Qualified Replacements, if any, of a pro rata portion of the Nonqualified Portion of the Obligations within ninety (90) days after the sale, exchange or other disposition resulting in a Change in Use of any Governmental Facility financed with the Proceeds of the Obligations. Although generally a pro rata portion of each maturity of the Obligations must be redeemed, the Issuer may instead redeem the longest-maturing Obligations, determined on a bond-by-bond basis.

"Qualified Defeasance" means (i) the creation, with Investment Property of a Yield-Restricted Escrow within ninety (90) days after any Change in Use of any Governmental Facility financed with the Net Proceeds of the Obligations to defease the Nonqualified Portion of the Obligations remaining after any Qualified Redemption at the earliest call date available, provided that the Commissioner of the Internal Revenue Service is notified of the establishment of such escrow within ninety (90) days after its creation, and (ii) a Cash Defeasance.

"Qualified 501(c)(3) Bond" means any Qualified Private Activity Bond that satisfies the requirements of Section 145 of the Code.

"Qualified Guarantee Fee" means any expenditure incurred in connection with obtaining a qualified guarantee of the Obligations, within the meaning of Treas. Reg. § 1.148-4(f).

"Qualified Private Activity Bond" means any Private Activity Bond that satisfies the requirements of Section 141(e) of the Code.

"Qualified Redemption" means either (i) the redemption of the Nonqualified Portion of the Obligations within ninety (90) days after the Change in Use of any Governmental Facility financed with the Proceeds of the Obligations and (ii) a Qualified Cash Redemption. Although generally a pro rata portion of each maturity of the Obligations must be redeemed, the Issuer may instead redeem the longest-maturing Obligations, determined on a bond-by-bond-basis.

"Qualified Replacement" means the purchase, with Disposition Cash, of Replacement property within two years after the date of any sale, exchange or other disposition resulting in the Change in Use of a Governmental Facility, provided that any remaining Disposition Cash is used for a Qualified Cash Redemption or a Qualified Cash Defeasance.

"Reasonable Use Expectation" means the expectation, reasonably base on the facts known on the Closing Date, that the facilities financed with the Proceeds of the Obligations would be used as Governmental Facilities for a substantial period before any Private Use, provided that the Issuer does not enter into any arrangements with respect to the Project with any Private User prior to the Closing Date.

"Reasonably Required Reserve or Replacement Fund" means any fund that is pledged as security for or is available for payment of any principal or interest on any obligation and is reasonably required by the lender, a State or other governmental or regulatory authority having jurisdiction over the issuer, a national bond rating agency, or an underwriter or financial advisor and that satisfies the limitations of Treas. Reg. 1.148-2(f).

"Rebate Analyst" means Bond Counsel or a nationally recognized Independent public accounting firm.

"Redemption Date" means the date on which the last of the principal of and interest on the Obligations has been paid, whether upon maturity, redemption or acceleration thereof.

"Refunding Bond" means any obligation the Proceeds of which are used to pay the principal or premium of or the interest on another obligation of the obligor or any Related Person, as provided in Treas. Reg. § 1.150-1(d).

"Reimbursement Allocation" means a written allocation of the Proceeds of obligations intended to reimburse, pursuant to a Reimbursement Resolution, the Issuer for Capital Expenditures for facilities being financed with such obligations that were paid no earlier than sixty (60) days prior to the date of the Reimbursement Resolution, provided that any such allocation is made no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date such facilities are placed in service, but in no event later than three (3) years after the payment date. Any written allocation made within thirty (30) days after the Closing Date of such obligations shall be treated as if made on the Closing Date.

"Reimbursement Resolution" means a declaration of intent by the issuer to finance, by issuing debt, Capital Expenditures relating to the Project. For this purpose, the issuance of debt to finance specific facilities shall constitute a Reimbursement Resolution, the date of adoption of which shall be no later than the Closing Date of such debt.

"Related Person" means a "related person" within the meaning of Section 147(a)(2) of the Code and a "related party" within the meaning of Treas. Reg. § 1.150-1(b).

"Remedial Action" means a Qualified Alternative use, a Qualified Defeasance, a Qualified Redemption and/or a Qualified Replacement, provided that the Remedial Action Conditions are satisfied.

"Remedial Action Conditions" means that (i) either the Issuer (a) expected on the Closing Date that there would be no Private Use of any facilities financed with the Proceeds of the Obligations nor any Private Loan of any of such Proceeds or (b) the Obligations were subject to a Mandatory Redemption Provision, (ii) the weighted average maturity of the Obligations on the Closing Date is not greater than 120 percent of the average reasonably expected economic life of the facilities financed with such Proceeds, (iii) the Private Use or Private Loan is granted at fair market value on bona fide, arm's length terms and (iv) the Proceeds of the Obligations were originally spent for a Governmental Purpose.

"Renewal Option" means a legally enforceable right to renew a contract.

"Replacement Proceeds" means amounts replaced by Proceeds of the Obligations, including any sinking fund, Pledged Fund, reserve or replacement fund, or other funds that would be expected to be used to pay Debt Service on any of the Obligations, within the meaning of Treas. Reg. §1.148-1(c).

"Replacement Property" means any Governmental Facility.

"Sale Date" means the first day on which the Issuer and the original purchasers of the Obligations are bound, in writing, to the sale and purchase of the Obligations on specific terms that are not later modified or adjusted.

"Sale Proceeds" means the Issue Price of the Obligations, including amounts paid or deemed paid as underwriters' discount, but excluding amounts paid for interest accrued prior to the Closing Date.

"Service Contract" means a contract between the Issuer and a Service Provider under which the Service Provider provides services involving any portion or function of a Governmental Facility financed with Governmental Bonds.

"Service Provider" means any Private User that provides management or other services.

"SLGS" means any security that is part of the United States Treasury Obligation State and Local Government Series.

"Spendable Proceeds" means Net Sale Proceeds.

"State" means any state and possession of the United States and the District of Columbia.

"Tax-Exempt Bond" means (i) any obligation the interest on which is excludible from gross income for federal income tax purposes, pursuant to Sections 103 and 150(a)(6) of the Code, (ii) any Pre-TRA Bond, (iii) certain tax-exempt mutual funds, as provided in Treas. Reg. § 1.150-1 (b), and (iv) any SLGS.

"Transferred Proceeds" means any Proceeds of a prior issue that become Proceeds of the Obligations, pursuant to Treas. Reg. § 1.148-9.

"Treasury Regulation" and Treas. Reg." means any Regulation, Proposed Regulation or Temporary Regulation, as may be applicable, issued by the United States Treasury Department pursuant to the Code or the 1954 Code, as appropriate.

"Underwriter" means Seasongood & Mayer, LLC.

"United States" means the United States of America and any agency or instrumentality thereof.

"United States Treasury Obligation" means any Investment Property that is a Permitted Investment for the Proceeds of the Obligations.

"Unrelated Trade or Business" means a trade or business carried on by a 501(c)(3) Organization that is unrelated to the exempt purpose of the 501(c)(3) Organization, within the meaning of Section 513 of the Code, and that would give rise to income taxable under Section 511 of the Code.

"Yield" means that discount rate which, when computing the present value of all payments of principal and interest to be paid on an obligation, produces an amount equal to, in the case of any Investment Property, the Purchase Price, pursuant to Treas. Regs. §§ 1.148-4 and -5.

"Yield Reduction Amount" means the excess of the Future Value of "Receipts" over the Future Value of "Payments" (each as defined in the Treasury Regulations) from and for Eligible Yield-Restricted Proceeds invested in Materially Higher Yielding Investments, less the Future Value of any previously paid Yield Reduction Payments. For this purpose, the Future Value of the Receipts shall be discounted at a Yield that is not a materially Higher Yield.

"Yield Reduction Payment" means any payment of the Yield Reduction Amount made to the United States Treasury pursuant to Treas.Reg. § 1.148-5(c) with respect to Eligible Yield-Restricted Proceeds invested in Materially Higher Yielding Investments.

"Yield-Restricted Escrow" means Investment Property held in an escrow account that, either together, or if Treas. Reg. §1.148-10(b) applies, individually, may not be a Materially Higher Yielding Investment, pursuant to Treas. Reg. §1.148-2.

"Yield-Restricted Investment Computational Base" means the initial amount invested in the Investment Property.

"Yield Restricted Proceeds" means any Gross Proceeds of the Obligations that may not be invested in Materially Higher Yielding Investments, pursuant to Section 148 of the Code.

## 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 \$1,850,000 Various Purpose Bond Anticipation Notes, Second Series (the "Obligations") delivered herewith, dated August 20, 2001, of the denomination of \$1,850,000, numbered from R-1 upward, bearing interest at the rate of three and nineteenth hundredths per cent (3.19%) per annum, payable at maturity, and maturing August 19, 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 20th day of August, 2001.

## Signatures

Ryan E. Olexo /s/

Mark A. Thomas /s/

---

Joseph A. Pappano

## Titles

County Commissioner

County Commissioner

County Commissioner

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, Board of County Commissioners

Belmont County, Ohio



## CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the "Certificate") is executed and delivered as of the 20th day of August, 2001 by the County of Belmont, Ohio (the "Issuer") in connection with the issuance of \$1,850,000 Various Purpose Bond Anticipation Notes, Second Series of the Issuer dated August 20, 2001, maturing August 19, 2002 (the "Notes"). The Notes are being issued pursuant to a resolution adopted by the board of county commissioners of the Issuer on August 2, 2001 (collectively, 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 personal holding Notes through nominees, depositories or any other 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 August 1, 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 subsections (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 of 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 Exchange 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: 740/695-2130/Fax: 740/699-2156

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: Mark A. Thomas /s/  
County Commissioner

By: Ryan E. Olexo /s/  
County Commissioner

By: \_\_\_\_\_  
County Commissioner

By: Joseph A. Pappano /s/  
County Auditor

CERTIFICATE IN COMPLIANCE WITH  
SECTION 121.22 OF THE OHIO REVISED CODE

The undersigned, clerk of the Board of County Commissioners (said Board of County Commissioners in hereinafter called the "Legislative Authority") of the County of Belmont (hereinafter called the "Issuer") Ohio, hereby certifies, with respect, to the proceedings in the within transcript pertaining to the authorization, issuance and sale of \$1,850,000 - 3.19% Various Purpose Bond Anticipation Notes, Second Series of the Issuer, dated August 20, 2001, that:

(1) Included in the transcript are extracts from minutes of all meetings of the Legislative Authority, and all recorded minutes of meetings of its committees and any other public bodies, pertaining or relating to the formal actions contained in said transcript or to deliberations that resulted in such formal actions.

(2) All meetings of the Legislative Authority, and of its committees and any other public bodies, at which the formal actions contained in said transcript were taken or at which deliberations took place while such meetings were open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

(3) The Legislative Authority has adopted rules pursuant to Section 121.22 of the Ohio Revised Code, with respect to its meetings, and meetings of its committees and of any other public bodies of the Issuer, formal actions of which are contained in said transcript and over which it had rule-making authority, and that such rules remained in effect at all times pertinent to the proceedings in the said transcript without amendment.

(4) All requirements and procedures for giving notice and notification of the meetings referred to in paragraph (2) above, held subsequent to the adoption of the said rules, were complied with.

With respect to such meetings held before the adoption of said rules, any person could have determined, in advance of any said meeting, the time and place of any regular meeting and the time, place and purposes of any special meeting by contacting my office during regular business hours, and such requests, if any, for advance notification of meetings at which any specific type of public business was to be discussed were responded to by this office providing such notification.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of August, 2001.

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

CERTIFICATE UNDER SECTIONS 103(b)(2) and 148  
OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

The County of Belmont, Ohio (the "Issuer"), hereby certifies with respect to the \$1,850,000 Various Purpose Bond Anticipation Notes, Second Series (the "Obligations") dated August 20, 2001, to be issued on the date hereof (the "Closing Date"), which is the date of delivery of, and payment for, the Obligations, according to the provisions of the legislation authorizing the Obligations (the "Authorizing Legislation") for the purpose of acquiring and financing certain improvements (the "Project"), which are further described herein or described in the Authorizing Legislation and paying \$1,600,000 of the Issuer's County Engineer Buildings Bond Anticipation Notes (the "Prior Obligations") that were issued to acquire and finance certain improvements (the "Prior Project"), which are further described herein or described the legislation authorizing the Prior Obligations, that the following facts, estimate and circumstances regarding the amount and use of all of the Proceeds, as defined in Treas. Reg. Sec. 1.148-1(b), issued under the Internal Revenue Code of 1986, as amended (the "Code"), of the Obligations are, as of the Closing Date and according to the Issuer's best knowledge, information and belief, reasonably expected to exist or to occur:

A. Proceeds

The Proceeds of the Obligations consist, and will consist, of the Sale Proceeds, Transferred Proceeds and Investment Proceeds, each as defined in Treas. Reg. Sec. 1.148-1(b), issued under the Code.

(1) The Sale Proceeds of the Obligations have been calculated as follows:

Par Amount of Obligations	\$1,850,000.00
Premium	5,198.50
Sale Proceeds	<u>\$1,855,198.50</u>
	-----

B. Purpose of Issue

The Proceeds of the Obligations, together with certain other funds, will be used:

- (1) to finance the Project; and
- (2) to retire the remaining \$1,6000,000 of the Prior Obligations; and
- (3) to pay certain expenses incurred in connection with the issuance of the Obligations,

each of which constitutes a valid governmental purpose (the "Governmental Purpose").

The total amount of Proceeds received by the Issuer will not exceed the amount necessary to finance the Governmental Purpose. The Obligations are being issued at this time in such amount because the Issuer is obligated or will soon be obligated to (a) make certain payments with respect to the Project and because it would be costly and inefficient to issue additional bonds in the future to finance additional payments with respect to the remainder of the costs of the Project that are expected to become and (b) to pay at maturity the principal of and interest due on the Prior Obligations.

C. Yield on the Obligations

- (1) The price at which a substantial amount of the Obligations were sold to the public is \$1,855,198.50, which is par, plus premium of \$5,198.50 and accrued interest of \$0.00.
- (2) The Yield on the Obligations, as defined in Treas. Reg. Sec. 1.148-4, issued under the Code, is 2.9001%

D. Application of Proceeds

All of the Sale Proceeds, plus other moneys received by the Issuer from the sale of the Obligations, and certain other funds of the Issuer, will be used as follows:

- (1) \$0.00, received as accrued interest and premium, will be paid, immediately upon receipt, into the Bond Retirement Fund (the "Bond Fund") for the Obligations and, together with earnings derived from the investment of funds in the Bond Fund, will be used to pay principal of or interest on the Obligations on the first interest payment date, which is within one (1) year after the Closing Date;
- (2) \$5,198.50 will be withheld by Seasongood & Mayer, LLC as underwriter's discount;
- (3) \$250,000 will be deposited immediately upon receipt in the Acquisition Fund (the "Acquisition Fund"), and, together with earnings derived from the investment of funds in the Acquisition Fund, will be used to pay the cost of the Project, including issuance expenses and interest during construction and including amounts allocated to reimburse the Issuer for capital expenditures, as that term is defined in Treas. Reg. Sec. 1.150-2, issued under the Code, for the Project paid by the Issuer prior to the Closing Date, pursuant to the Issuer's Official Expression of Intent (as hereinafter defined) that were paid no earlier than eighteen (18) months prior to the Closing Date or were paid for the Project if the Project was placed in service no earlier than eighteen (18) months prior to the Closing Date, but were paid no earlier than three (3) years prior to the Closing Date; and

(4) \$1,600,000.00 will be deposited immediately upon receipt in the Bond Retirement Fund (the "Prior Bond Fund"), together with \$76,746.22 and will be used, together with earnings derived from the investment of funds in the Prior Bond Fund, to pay the principal and interest due on the Prior Obligations on a date that is not later than ninety (90) days from the Closing Date, or to pay issuance expenses of the Obligations within one (1) year from the Closing Date.

Any portion of the amounts described above that is not used in the manner set forth in this section will be used by the Issuer only with an approving opinion of Bond Counsel.

#### **E. Expenditure of Proceeds for the Project**

The acquisition of the Project will commence promptly following the Closing Date, and the Issuer has incurred, or will incur within six (6) months after the Closing Date, a substantial binding commitment to expend at least five percent (5%) of the Net Sales Proceeds (defined in Treas. Reg. Sec. 1.148-1(b), issued under the Code, as Sales Proceeds less a reasonably required reserve or replacement fund and less an amount that is the lesser of five percent (5%) of the Sales Proceeds or \$100,000) of the Obligations on the Project. The Issuer will expend at least eighty-five percent (85%) of the Net Sales Proceeds within three (3) years of the Closing Date. The acquisition of the Project will proceed with due diligence to completion and the Proceeds will be spent on such Project with due diligence on or before a date that is within three (3) years of the Closing Date.

#### **F. Expenditure of Proceeds of Prior Obligations**

The Prior Obligations were issued to finance the acquisition of the Prior Project. Within six months of the issue date of the Prior Obligations, the Issuer incurred a substantial binding commitment to expend at least five percent (5%) of the Net Sales Proceeds (defined in Treas. Reg. Sec. 1.148-1(b), issued under the Code, as Sales Proceeds less a reasonably required reserve or replacement fund and less an amount that is the lesser of five percent (5%) of the Sales Proceeds or \$100,000) of the Prior Obligations on the Prior Project. The Issuer will expend at least eighty-five percent (85%) of the Net Sales Proceeds within three (3) years of the issue date of the Prior Obligations. The acquisitions of the Prior Project will proceed with due diligence to completion and the Proceeds will be spent on the Prior Project with due diligence on or before a date that is within three (3) years of the issue date of the Prior Obligations.

#### **G. Investment of Proceeds**

(1) The Authorizing Legislation requires that the Issuer restrict the use of the Proceeds of the Obligations in such manner and to such extent and take such other actions as may be necessary so that the Obligations will not constitute either obligations the interest on which is includable in gross income for purposes of federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the Treasury Regulations thereunder.

(2) Not more than fifty percent (50%) of the Proceeds of the Obligations will be invested in investments that both do not carry out the Governmental Purpose of the Obligations and have a substantially guaranteed yield for at least four (4) years.

(3) Payments made by the Issuer into the Bond Fund will be used to pay principal of, premium, if any, or interest on the Obligations within a thirteen (13) month period, beginning on the date of deposit. Any amount received from investment of such moneys, which will be spent within one (1) year after the date of receipt. The Bond Fund will be depleted at least once a year, except for a reasonable carryover amount (not to exceed the greater of (a) one year's earnings on the Bond Fund or (b) one-twelfth (1/12) of annual debt service). The Bond Fund will be used primarily to achieve a proper matching of revenues and debt service requirements of the Obligations within each year.

(4) Except for the Bond Fund, no other account or fund has been or will be established to pay principal of, premium, if any, or interest on the Obligations. There are no moneys, sources of funds, securities or obligations that have been, or will be, pledged as collateral for the payment of principal of, premium, if any, or interest on the Obligations, and there are no moneys, sources of funds, securities or obligations with respect to which the Issuer has given or will give any reasonable assurance to any holder of the Obligations that such funds will be available to pay principal of, premium, if any, or interest on the Obligations.

(5) Other than any funds described herein invested during a temporary period permitted under Treas. Regs. Secs. 1.148-1 through -11, issued under the Code, if any, no Proceeds of the Obligations, or any moneys that may become Replacement Proceeds, as defined in Treas. Reg. Sec. 1.148-1©, of the Obligations, in excess of the lesser of (i) five percent (5%) of such Proceeds or (ii) \$100,000, have been invested in "higher yielding investments," as defined in the Code and the Treasury Regulations thereunder.

#### **H. General**

(1) The Issuer elects to treat the portion of the Proceeds of the Obligations allocable to the Project as a separate construction issue.

(2) Neither the Project nor the Prior Project, or any part thereof will be sold or otherwise disposed of by the Issuer prior to the final principal maturity date of the Obligations.

(3) The Issuer adopted an official expression of intent to reimburse (the "Official Expression of Intent"), within the meaning of Treas. Reg. Sec. 1.150-2, issued under the Code on for all expenditures to be financed with Proceeds of the Obligations that were to be paid prior to the Closing Date, but not earlier than sixty (60) days prior to the date of adoption of the Official Expression of Intent or as otherwise permitted pursuant to Treas. Reg. Sec. 1.150-2.

(4) The Issuer will not make any prepayment of principal of or interest on the Obligations in the Bond Fund for the Obligations if such prepayment would cause the interest on the Obligations to be includable in the gross income, for federal income tax purposes, or any holder of the Obligations.

(5) There are no amounts, other than the Gross Proceeds of the Obligations, that are available for the Governmental Purpose. There are no sinking funds or pledged funds and the term of the Obligations is not longer than reasonably necessary for the Governmental Purpose.

(6) Any Rebate Payments (as defined in the Letter of Instructions Regarding Use of Proceeds and Arbitrage Compliance (the "Letter of Instructions"), attached hereto, owed pursuant to Section 148(f) of the Code will be remitted to the United States Treasury not later than sixty (60) days after the date that all of the Obligations are completely redeemed and retired, but if later, then not earlier than the date that is eight months after the Closing Date, as provided in Section 148(f) of the Code and as described in the Letter of Instructions.

(7) Any Rebate Payments with respect to the Prior Obligations owed pursuant to Section 148(f) of the Code will be remitted to the United States Treasury not later than sixty (60) days after the date that all of the Prior Obligations are completely redeemed and retired, but if later, then not earlier than the date that is eight months after the date such obligations were issued, unless it is reasonably expected that one of the exceptions under Treas. Reg. Sec. 1.148-7 will apply, then the Rebate Payment shall be remitted no later than sixty days after the applicable exception period has ended, or after the date on which the Issuer has failed to satisfy the applicable exception, as provided in Section 148(f) of the Code and as described in the Letter of Instructions.

(8) The Issuer has not employed in connection with the issuance of the Obligations a transaction or series of transactions that attempts to circumvent the provisions of Sections 103(b)(2) and 148 of the Code and the Treasury Regulations thereunder, enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and/or increasing the burden on the market for tax-exempt obligations through actions such as issuing more obligations, issuing obligations sooner or allowing them to remain outstanding longer than would otherwise be necessary for the Governmental Purpose.

(9) The Issuer has never been advised of any listing or contemplated listing by the Internal Revenue Service to the effect that the Issuer's certification with respect to its obligations may not be relied upon and no notice to that effect has been published in the Internal Revenue Bulletin.

(10) Certain of the facts, estimates and circumstances contained herein are based upon representations made by Seasongood & Mayer, LLC in the attached certificates and letters, or in other letters and reports that accompany the sundry closing documents related to the sale and delivery of the Obligations. The Issuer is not aware of any facts, estimates or circumstances that would cause it to question the accuracy of such representations. To the best of the knowledge, information and belief of the undersigned, who is authorized by the Issuer to sign this certificate on behalf of the Issuer, the above expectations of the Issuer as stated herein are reasonable and there are no other facts, estimates or circumstances that would materially change the foregoing conclusion.

(11) This certificate is being executed and delivered pursuant to Treas. Regs. Sections 1.148-1 through -11, issued under the Code, of which the undersigned, with the advice of counsel, is generally familiar. On the basis of the foregoing, it is not expected that the proceeds of the Obligations will be used in a manner that would cause the Obligations to be "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code or the Treasury Regulations thereunder.

COUNTY OF BELMONT, OHIO  
By: Joseph A. Pappano /s/  
County Auditor

Dated: August 20, 2001

**CONCLUDING STATEMENT**

This Official Statement has been duly authorized and prepared by, and executed and delivered for and on behalf of, the County by its Board of County Commissioners and its County Auditor.

COUNTY OF BELMONT, OHIO  
By: Mark A. Thomas /s/  
County Commissioner  
By: Ryan E. Olexo /s/  
County Commissioner  
By: \_\_\_\_\_  
County Commissioner  
By: Joseph A. Pappano /s/  
County Auditor

Dated: August 1, 2001

**RECEIPT**

STATE OF OHIO  
COUNTY OF BELMONT, SS:

I, the undersigned, Treasurer of the County of Belmont, Ohio, do hereby certify that the \$1,500,000 - 4.68% County Buildings Improvements Bond Anticipation Notes, Second Series dated December 18, 2000, of the denominations of integral multiples of \$5,000, aggregating \$1,500,000 in principal amount, bearing interest at the rate of four and sixty-eight hundredths per cent (4.68%) per annum, payable at maturity, maturing November 20, 2001, and numbered from R-1 upward, have been paid for in full by the purchaser thereof in accordance with terms of sale and award, specifically \$1,500,000 principal, \$-0- premium and \$-0- accrued interest to date of delivery.

I further certify that such purchaser has fully complied with its contract for said obligations

Dated: December 18, 2000

Joseph A. Gaudio  
County Treasurer

**CLOSING CERTIFICATE**

Seasongood & Mayer, LLC  
Cincinnati, Ohio

Peck, Shaffer, & Williams LLP  
Columbus, Ohio

Re: \$1,850,000 3.19% Various Purpose Bond Anticipation Notes, Second Series of the County of Belmont, Ohio, dated August 20, 2001, maturing August 19, 2002.

The undersigned, members of the Board of County Commissioners and the County Auditor of the County of Belmont, Ohio (the "County"), hereby certify in connection with the delivery of the above-captioned notes (the "Obligations") of said County that (i) preliminary Official Statement dated August 8, 2001, and the final Official Statement dated August 1, 2001, with respect to the Obligations did not and do not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) the information contained in the said preliminary official statement is deemed final within the meaning of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, except for certain information which has been omitted in accordance with said rule and which has been provided in the said final official statement; (iii) the information contained in the said final official statement is deemed final within the meaning of Rule 15c2-12(b)(3) under the Securities Exchange Act of 1934; (iv) there has been no material adverse change in the condition of said County from that set forth in or contemplated by the said preliminary and final Official Statements; and (v) there does not exist any action, suit, proceeding or investigation pending, or, to the best of our knowledge, threatened against the County which if adversely determined could materially adversely affect the financial position of the County and the transactions contemplated by said preliminary and final Official Statements.  
This 20th day of August, 2001.

COUNTY OF BELMONT, OHIO  
By: Mark A. Thomas /s/  
County Commissioner  
By: Ryan E. Olexo /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. Thomas	Yes
Mr. Probst	Absent



**IN THE MATTER OF DISCUSSION HELD**

**RE: MEDITERRANEAN BUILDING PURCHASE**

Former Commissioner Michael Bianconi came before the Board to question the recent purchase of the Mediterranean Building for the Belmont County Committee on Aging (BCCoA). Mr. Bianconi stated that during his term of office, he had viewed the building twice and had decided it was not a good venture. He questioned why the Commissioners had agreed to purchase this building. Commissioner Olexo stated that the BCCoA approached the Board with a need for more space and requested the Commissioners buy this building. He continued, "There is a need to continue service, as well as plan for future service to the seniors. This building was adequate for what is needed and a reasonable purchase price." Mr. Bianconi stated his concerns for why the building should not have been purchased as: the building is too far west; it sits atop a hill, with only one exit ramp. Another concern was snow removal in the winter; there is not a natural gas hook up available, thus heating costs would be high; also, additional expenses will be incurred in transportation costs. Mr. Bianconi continued, "The issue of BCCoA needing more space is questionable. Currently they use Oakview for their kitchen facilities and there is no waiting list for meals. When I was in office the Commissioners had spoken with Bellaire, Martins Ferry, and Barnesville Hospitals concerning food preparation, in an attempt to keep the money in the area. According to the wording of the levy, BCCoA's purpose is to try to get help to shut-ins, to keep them in their homes, and out of nursing homes as long as it is possible and do whatever it takes. Mr. Bianconi continued, "These are very humble people. They are not takers, they deserve more than they are getting, the levy money should be used to help the elderly as much as you can. If the building is \$185,000.00 plus remodeling costs on top of that, we are looking at half a million dollars. The taxpayers are not getting a bang for their buck. Where they are (BCCoA) is working fine. Sewer is an issue now in the existing building, but that can be fixed. Former Commissioner Wiley and I didn't agree about a lot of issues, but this is one we did agree on, not to buy this building. I don't think it is a good thing. Where the money should be used is not in a building but for services to the people."

Commissioner Olexo stated that as far as snow removal was concerned, Interstate 70, Route 40 and also a dedicated township road are right there and they are all a priority in the snow removal process. As for the comment made that the facility was too far west, Commissioner Olexo stated it is also closer for some residents. Commissioner Olexo explained, "It is three miles further west than the current facility. This facility is not a transportation facility for the seniors, rather the kitchen facility to prepare and then transport meals. For you to insinuate "we didn't evaluate and review prior to voting is insulting". These are the levy monies that we sued for clarification of expenditures of funds.

Commissioner Olexo quoted Mr. Bianconi as having previously stated, "Whatever it takes, just do it." Now you are arguing over the cost of the building and renovation. The one half million you mentioned is incorrect, the approximate cost of the purchase and renovations is \$685,000.00. Mr. Bianconi stated, "If three miles isn't a difference to you, it is to most people. Location is critical to all facilities, if that particular building was located anywhere around this mall, you couldn't touch it for \$185,000.00. As to the food issue, if it costs more for a meal and to receive it, hospitals can prepare the food. What more can you get now? This is a lot of money. What is it that the seniors are actually going to get that they aren't getting now?"

Commissioner Olexo stated that they would get safe meals and continued service because the agency is running out of space and the elderly population is growing. "When you sat in this seat - did you run the BCCoA?" Mr. Bianconi stated he did not, that is what the Board is for. Commissioner Olexo stated that when the BCCoA Board comes to the Commissioners with recommendations, the Board has to have faith in the individuals appointed to these boards and support them. Commissioner Bianconi stated "You (the county commissioners) have final decision of the spending of this money. I respect that."

Commissioner Olexo thanked former Commissioner Bianconi for his questions and concerns. Mr. Bianconi reiterated that once he receives his copy of the Green Agreement, he would asked to be placed on the agenda, and thanked the board for their time.

**IN MATTERS OF DISCUSSIONS HELD**

**RE: BICENTENNIAL CELEBRATIONS**

Jeff Anderson, public citizen, thanked the Board of Commissioners for helping with the time capsule, and with the various celebrations around the county that are occurring in honor of Belmont County's Bicentennial. Mr. Anderson continued, "It was an honor to be chairman of the time capsule. It was good for Belmont County to do this." He encouraged the board to get out and attend the different functions in the county.

Commissioner Olexo thanked Mr. Anderson and stated that due to Mr. Anderson's letter in April, the idea of a time capsule originated and was carried out through the joint efforts of Doc Householder, and the Belmont County Tourism Board. Commissioner Olexo stated, "We are very blessed to live in a county with residents who care. We thank you for your involvement." Commissioner Probst stated, "It meant a lot to us as the Board - what you did for the celebration." Commissioner Thomas thanked Mr. Anderson stating, "We do appreciate your concerns and comments."

**IN MATTERS OF DISCUSSIONS HELD**  
**RE: GREEN EASEMENT AGREEMENT**

Marilyn Chaplin, a resident of Willow Grove Road, approached the Board in regards to the agreement between the Commissioners and Green and Associates. Ms. Chaplin stated that she had made a phone call a few weeks prior and questioned if the easement was approved and was "bounced back and forth" between the Commissioners Office and the Water Department. She stated, "Commissioner Thomas assured me at that time it was a done deal. Now in the paper it states it is still up in the air?" Commissioner Thomas assured her again that this was "a done deal" in principle. He stated, "This issue has been pending since January 2000, we reached an agreement with Mr. Green in January, the paperwork is being finalized now."

Ms. Chaplin questioned the legality of this easement agreement. Commissioner Thomas stated the easements had been obtained and recorded and Mr. Green is waiting to proceed. Ms. Chaplin asked if eminent domain was an issue in this case? Commissioner Thomas assured her it was not.

Ms. Chaplin stated that she has an easement for County Road 4, the County and Mr. Green are using it. Commissioner Thomas asked if she meant a Right of Way, continuing that the sewer line is installed there. Ms. Chaplin then stated her point was that the county road easement crosses her property. Commissioner Thomas explained that everyone's property that lives on a public road extends on the right of way.

Commissioner Thomas stated that the county gives the pipe to the developer installing the sewer lines. "This is for a private venture that will be turned over to the county. This has been policy for years."

Commissioner Olexo asked to clarify by stating, "Mr. Green installs this line with his own money, we donate the pipe and in one year the county assumes ownership. At that point if anyone living there wants sewage lines they come to us." He explained that the District charges a rate on any waste that comes out of the facilities. The revenue generated enables the county to then provide sewage for residents at a very reasonable cost."

Ms. Chaplin questioned if the residents are just people whose property is touched by the pipe? Commissioner Olexo asked if Ms. Chaplin was referring to the Ohio Law requiring a person to tap in? He explained the state law requires anyone within 200 feet of a sewage line are mandated to tap-in. This law does not apply here as this is a forced line by definition not a sewage line.

Ms. Chaplin stated that the county road cuts through their property, and again questioned if Mr. Green was on private property or county property. She stated, "This is a private venture that Mr. Green is doing and I am paying taxes on his private venture."

Commissioner Thomas stated that Mr. Green is not being treated any differently than any other contractor or developer that installs that type of line.

The Board thanked Ms. Chaplin for her comments and told her they would research the easements and get in contact with her.

**IN THE MATTER OF DISCUSSIONS HELD**  
**RE: MEDITERRANEAN BUILDING AND OTHER COA ISSUES**

Sheila Smith, Advanced Home Health, reiterated the issues previously discussed by Michael Bianconi as well as some of her own, concerning the Mediterranean Building purchase by the Belmont County Committee on Aging. Ms. Smith's main issue is to request the Commissioners look into exactly how many seniors in the county are being serviced by levy only funds. She continued that she feels there is mingling of funds within the COA and Mr. Bob Laxton's private business. "Are we subsidizing his private business with levy funds?" She stated that there are many agencies in the county that have shut down; therefore those left are growing in business. Ms. Smith requested the Commissioners rethink the purchase of the Mediterranean Building stating, "If the totals Mr. Bianconi offered earlier are correct, the county will be funding a \$685,000.00 building for a private entity."

Commissioner Thomas asked how many times Ms. Smith had contacted any of the Commissioners to discuss this topic outside of the meeting forum. He continued by stating, "You are here in a competing business, who does not have a contract with the Belmont County Commissioners. I have never spoken with you, the only reason you are here is to be heard in front of the media." Commissioner Thomas left the room at this point.

Ms. Smith stated she has indeed asked to meet with the Commissioners.

Commissioner Olexo, "You have asked to meet outside of the Boards meetings, which is not allowed under the sunshine law. It is a shame - the media reports this - it causes levies not to pass and then the seniors of our county suffer." Ms. Smith stated, "I do think you need to be concerned about the monetary issues, the seniors have suffered already by not having the free services delivered that they are entitled to. My concern is how much do you know about his business - I have nothing to gain here."

**IN THE MATTER OF DISCUSSIONS HELD**

**RE: MEDITERRANEAN BUILDING AND OTHER COA ISSUES (cont'd)**

Ms. Smith continued, "Mr. Laxton offers services to Harrison and Monroe Counties as well as Belmont. How much do you know about this? Who is receiving what from whom?"

Commissioner Olexo stated, " You have called Bob Laxton a crook - we spent county money on an audit to determine if the agency was operating in compliance." Ms. Smith responded that she had never said that about Mr. Laxton.

Commissioner Olexo stated that the state auditors who conducted the audit admitted they were not experienced in non-profit auditing, however, they stated things were operating okay.

Ms. Smith again stated that the Commissioners should look into the use of the 1.2 million dollars and questioned if the seniors are receiving the services that are available to them.

Commissioner Olexo stated that the Commissioners are rewriting the contract with the COA and are in the process of contracting with an audit firm to clarify these issues." Ms. Smith asked, "At what point can you tell the Belmont County residents how many people are receiving levy only meals? I hope residents question this." She continued stating that per her records only 93 residents are currently being served by levy monies. Ms. Smith stated, "I am here for you to listen and to investigate for what I feel you are responsible for - why if the current kitchen serves over 700 meals, none of which are levy funds and there is no waiting list - why then are you buying a new building to serve Bob Laxton's business."

Mr. Louie Johnson stated that the aged person in Belmont County would die prior to receiving help from Bob Laxton.

Commissioner Probst stated that he became concerned about a year and a half ago, when the Board began receiving calls that there was a waiting list for meals in the county. At that time the Commissioners contacted the area hospitals to see if they would be interested in distributing meals throughout the county. We currently don't provide hot meals on the weekend and I would like to see that changed. "Do I feel seniors are being short changed in this county? Yes. I voted no on the Mediterranean Building and feel the building is a bad investment. Do I feel they need more space - yes. The previous board had a plan put together to purchase the Thoburn Church building and put a senior center and new kitchen facilities in that building. I am concerned when I learned this was a done deal, I wasn't informed. There will be no increase of services to the seniors and will drain the levy funds. The Board needs to have more thought and planning put into this. I think we could have done better than we did. We'll find out in 5-10 years whether this is a good deal."

Commissioner Olexo stated that he had received zero complaint calls from seniors in the county. He had instructed the media to put his name and phone number in the newspapers and encourage those who have been denied services or had services through the COA contact him. He then stated his decisions are made with information to back them up.

Mr. Bruce Smith, Advanced Home Health, asked if his company were to bid and be awarded Title III monies in home personal care meals, how would that effect this latest board decision?

Ms. Smith explained that the Title III funds are a bid item through the State. If Mr. Laxton were to come in and ask for money for expansion - and then another agency received the bid through the State- are you also going to support them? If this does occur, where does the levy money then go? Ms. Smith stated, "You are currently supporting senior centers. Bob Laxton is already paid for this by the State and Federal funds - there can only be one provider of Title III funds in a county.

Commissioner Olexo stated that the contract between the county and whichever agency would determine the location of the funds.

Ms. Smith stated, "Senior Centers are bid out by the state and Title III is awarded accordingly. Will Levy dollars continue to go to the COA?" Commissioner Olexo said yes and that levy funds go to the contractual agency.

Ms. Smith said she was offended that the Commissioners stated she was here to get business. "The money needs to go to the seniors". Perhaps a Monitoring Group or a Mentoring Group could help the Commissioners to better monitor the activities of the agency spending the levy monies.

Mr. Bianconi stated, "The elderly generation, I see first hand what they have and don't have. This generation is very private and won't ask for help, they don't know what is available to them. Thank you for staying in the room and listening to this issue."

Commissioner Olexo stated, "This is my job, information like this gives me the ability to do my job. I am elected by you to serve the residents. My personal opinions never come in to play on how I do my job. I defend my decisions with a whole lot of planning, contrary to what Chuck is alluding to".

**IN THE MATTER OF DISCUSSIONS HELD**  
**RE: MEDITERRANEAN BUILDING AND OTHER COA ISSUES (cont'd)**

Commissioner Probst stated, "I have been through this for the past three years. I respect Commissioner Olexo's opinion and realize that we have differences of opinions. We won't agree on every issue, but we are here to get the job done."

Ms. Smith: " I do a larger amount of business than Mr. Laxton, I am not here for business. Please, in accordance with the Freedom of Information Act, look at his private business and compare it to the levy only meals. Some may call it double dipping."

Commissioner Olexo stated that he would do so and thanked Ms. Smith for coming in a professional manner.

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 3:11 P.M.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 3:11 P.M.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

Read, approved and signed this 17th day of August A.D., 2001.

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

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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