

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 Mae Whiteley, Assistant Clerk of the Board. Minutes of the meeting of November 09, 2001, were read, approved and signed.

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

**IN THE MATTER OF THE ALLOWANCE OF BILLS**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE.**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mr. Olexo, seconded by Mr. Thomas 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
Ohio Valley Contracting	Easement/Eng.Neff's Garage-Gen	1,000.00
BP Oil	Gasoline-General	3,069.16
Tri-State Asphalt Co.	Resurfacing County Hwy 10-Engineer's Roads & Bridges	119,909.78
WWS #3 Revenue	Water meters/Deep Run-Sanitary Sewer	6,767.00
McGhee Office Plus	Supplies-Western Computer Fund	896.44

**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 November 14, 2001 as follow:

FUND	AMOUNT
General	\$7,364.24
General/Sheriff's	\$1,377.65
General/Martins Ferry Satellite	\$978.77
General/Western Bel. Co. Satellite	\$318.50
Belmont County 9-1-1	\$2,784.06, \$1,080.20
County Home	\$33,843.40
BCDJFS/PA	\$26,414.33, \$7,215.50, \$475.00, \$14,706.64
Engineer's MVGT	\$13.94, \$2,016.10
Eastern Satellite Building	\$539.00

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

FROM	TO	AMOUNT
A401-A11 Other Expenses	A402-F12 Coroner's Other Exp.	\$2,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF  
FUNDS FOR THE BELMONT COUNTY  
VETERANS SERVICE COMMISSION**

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

FROM:	TO:	AMOUNT
A009-C07 Expenses	A109-C09 Other Expenses	\$500.00

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 BELMONT  
COUNTY RECYCLING & LITTER CONTROL**

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 November 7, 2001.

H050-H02	Salaries	\$ 7,030.00
H050-H05	Contract Services	\$ 3,320.00
H050-H07	Travel	\$ 3,075.00
H050-H15	Insurance	\$ 2,450.00

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 BELMONT  
COUNTY BOARD OF ELECTIONS**

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 October 24, 2001.

A003-A02 Salaries, Employees (Board of Elections)	\$ 40,000.00
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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 U10  
BELMONT COUNTY SHERIFF'S DEPARTMENT**

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 November 14, 2001.

	<b><u>U010 Sheriff's Reserve Account</u></b>
U010-U006 Other Expenses	\$60.00

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 S99  
BELMONT COUNTY SHERIFF'S  
DEPARTMENT PROJECT MOBIL  
GRANT FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of November 14, 2001.

	S99 Other Expenses
S099-S07 Other Expenses	\$18,750.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING**  
**REQUEST TO TRAVEL FOR VETERANS**  
**SERVICE COMMISSION EMPLOYEES**

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

Name: 3 Commission Members  
Destination: Columbus, Ohio  
Dates of travel: November 23, 24, & 25, 2001  
Purpose: Fall Seminar of the O.S.A.V.S.C.  
Estimated expenses: \$1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MUNICIPAL**  
**STREET FUND-VILLAGE OF BETHESDA**

November 9, 2001

Belmont County Commissioners  
Belmont County, Ohio  
101 W. Main St., Courthouse  
St. Clairsville, OH 43950

RE: Village of Bethesda  
Municipal Street Fund  
Vehicle License Tax

Dear Commissioners:

Bethesda's application for a paving project has been referred to me and I find that the purposes listed are eligible and that the streets involved are included on the approved map designating streets conducive to the orderly and efficient flow of traffic within and through the county.

They propose to use these funds for resurfacing the following:

Front Street and portion of Oak Street

The estimated cost will be \$13,485.00 of which \$13,073.30 is from this source and the balance is from their own funds.

Very truly yours,  
Fred F. Bennett by jdb /s/  
Fred F. Bennett, P.E., P.S.  
Belmont County Engineer

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the foregoing recommendation for Municipal Street Funds and to notify the Village of Bethesda, Ohio.

November 9, 2001

Don E. Brown  
Clerk/Treasurer  
Village of Bethesda  
P.O. Box 95  
Bethesda, Ohio 43719

Dear Mr. Brown:

In accordance with Section 4504.04 of the Revised Code of Ohio, we hereby certify that \$13,073.30 has been allocated to the Village of Bethesda for resurfacing the following:

Front Street and portions of Oak Street

The estimated cost will be \$13,485.00 of which \$13,073.30 is from this source and the balance is from your own funds.

Upon completion, please submit copies of the invoices to the Belmont County Engineer for the processing of payment to the Village.

BELMONT COUNTY COMMISSIONERS  
Ryan E. Olexo /s/  
Mark A. Thomas /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF VACATION  
OF A PORTION OF CHURCH STREET,  
FATHERMAC SUBDIVISION, COLERAIN TWP/RD IMP 1059**

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

Present for the hearing were Jeremy Midei, Times Leader and Joselyn King, Intelligencer. Ruth Graham, Engineer's Department, presented the following report to the Board and said no objections have been received.

**REPORT OF COUNTY ENGINEER**

REV. CODE, SEC. 5553.06

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

The undersigned, in obedience to your order, dated November 7, 2001, proceeded on November 14, 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.

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 CHURCH STREET IN  
FATHERMAC SUBDIVISION/COLERAIN TWP.,  
RD IMP 1059**

**Office of County Commissioners  
Belmont County, Ohio**

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

Mr. Olexo 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.

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

Mr. Olexo \_\_\_\_\_, Yes  
Mr. Thomas \_\_\_\_\_, Yes  
Mr. Probst \_\_\_\_\_, Yes

Adopted the 14th day of November, 2001

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

**IN THE MATTER OF CANCELING  
COMMISSIONERS MEETING FOR FRIDAY,  
NOVEMBER 23, 2001**

Motion made by Mr. Olexo, seconded by Mr. Probst to cancel the Commissioners Meeting scheduled for Friday, November 23, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD**

**RE: ROUTE 40 WATERLINE EXTENSION TO MORRISTOWN AREA**

David Grum, Consultant to the Board, came before the Board to update and discuss waterline issues. He stated, "Finally after many months, we are ready to proceed with the sewer lines. There is one easement to obtain yet." He proceeded to ask the Commissioners to sign the Notices to Proceed which will be given to the contractors at a Pre-construction meeting to be held Tuesday, November 20, 2001. He reiterated, "It's been a long time coming, but it is here." Commissioner Thomas asked how long the contractors would be in finishing once they start. Mr. Grum stated, "One hundred eighty days, according to contract." Commissioner Thomas stated the Board had originally considered other areas to tie into the line. He continued, "But east of County Road 56 is the portion we decided not to sewer at this time. There is activity on exit 213." Commissioner Olexo stated, "We have proceeded with development of property." Commissioner Thomas replied, "The facility we are speaking of is to break ground soon. This may be a residential office near Country Club Estates the Thomas family is developing. Early next year should we pursue that." Mr. Grum stated it would be no problem to take a look, get an engineer's estimate and bid or change order for the quantity of items. We need to take a look at it." Joselyn King, "What is the new business?" Commissioner Thomas stated he was not at liberty to announce this information. Commissioner Probst stated, "This is good news. We are opening the western part of the county. It is a little late, we are a little behind. This should have been completed by now. It is no fault of yours." Mr. Grum stated, once the Commissioners signed the agreement, it would be taken to the County Prosecutor's office for approval. Commissioner Thomas questioned when the work would commence. Mr. Grum responded there were different contracts with different contractors. He continued, "As to where they'll start, I don't want to hem them in." Concerning traffic issues, Mr. Grum stated the county lines have been approved. Commissioner Olexo stated, "This has been long awaited in the Morristown area." Mr. Grum responded that this work has addressed one problem faced in that area. He foresees a lot of people wanting to be put on as a result. Commissioner Probst stated there have been a lot of questions regarding tying in. "The trunk line must go in first. Then do some evaluation." Mr. Grum reiterated that he foresees a lot of activity in that area.

**IN THE MATTER OF AGREEMENT**

**FOR ROUTE 40 WEST WATERLINE EXTENSION PROJECT**

**CONTRACT #4 - JAMES WHITE CONSTRUCTION COMPANY**

**CONTRACT #3 - SENECA VALLEY, INC**

**CONTRACT # 5 - DAVISON ELECTRICAL COMPANY**

Motion made by Mr. Olexo, seconded by Mr. Probst to sign the following Agreements for the Belmont County Sanitary Sewer District's Route 40 West Waterline Extension Project to the Morristown, Ohio area.

**AGREEMENT**

This Agreement is dated as of the 28th day of September in the year 2001, by and between the **Belmont County Commission** hereinafter called Owner, **The James White Construction Co.** hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1-WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

**Contract No. 4- General - Route 40 West Sewage Lift Stations**

The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

**BELMONT COUNTY SANITARY SEWER DISTRICT  
STATE ROUTES 149 AND 40 FORCE MAINS**

**ARTICLE 2-ENGINEER**

The Project has been designated by Vaughn, Coast & Vaughn, St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**ARTICLE 3-CONTRACT TIME**

3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **210** days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred Dollars (\$400.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the work is substantially complete.

#### ARTICLE 4-CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

**Six hundred thirty-nine thousand dollars**

Written

**\$639,000.00**

Numeric

#### ARTICLE 5-PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.

5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 96% of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

#### ARTICLE 6-INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

#### ARTICLE 7-CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents: and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has give Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor shall enter into a purchase agreement with the specified Package Wet Well Mounted Lift Station supplier/manufacturer (Section 11306) within seven (7) calendar days of the effective date of this agreement. Contractor shall provide evidence thereof to the Engineer.

#### ARTICLE 8-CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement, pages 00500-1 to 00500-6, inclusive.
- 8.2 Exhibits to this Agreement, pages\_\_-\_\_to\_\_-\_\_, inclusive.
- 8.3 Ohio Guaranty Bonds, identified as exhibit 00605
- 8.4 Notice of Award and Notice to Proceed
- 8.5 General Conditions, pages 1 to 42, inclusive.
- 8.6 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 8.7 Specifications bearing the title:

#### **BELMONT COUNTY SANITARY SEWER DISTRICT STATE ROUTES 149 AND 40 FORCE MAINS**

8.8 Drawings, consisting of sheet numbered A,D,E,17,18A,28 thru 31,33 thru 36 inclusive with each sheet bearing the following general title:

#### **STATE ROUTES 149 AND 40 FORCE MAINS**

- 8.9 Addenda Numbers \_\_1\_\_&\_\_2\_\_, inclusive.
- 8.10 Contractor's Bid, pages 00300-10 to 00300-15, inclusive.
- 8.11 Documentation submitted by Contractor prior to Notice of Award, pages \_\_-\_\_to\_\_-\_\_, inclusive.
- 8.12 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### ARTICLE 9-MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

#### ARTICLE 10-OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on September 28, 2001

OWNER:Belmont County Commission

CONTRACTOR:The James White Construction Co.

BY:  
(corporate seal)

BY: James White, CEO /s/  
(corporate seal)

Ryan E. Olexo /s/  
Mark A. Thomas/s/  
Charles R. Probst, Jr. /s/

ATTEST:Mae Whiteley /s/  
Assistant Clerk

ATTEST:Donald Gianni, Jr./s/  
Donald Gianni, Jr.  
Secretary

### **AGREEMENT**

This Agreement is dated as of the 28th day of September in the year 2001, by and between the **Belmont County Commission** hereinafter called Owner, **Seneca Valley, Inc.** hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **ARTICLE 1-WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

#### **Contract No. 3- ROUTE 40 WEST FORCE MAIN**

The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

#### **BELMONT COUNTY SANITARY SEWER DISTRICT STATE ROUTES 149 AND 40 FORCE MAINS**

#### **ARTICLE 2-ENGINEER**

The Project has been designated by Vaughn, Coast & Vaughn, St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

#### **ARTICLE 3-CONTRACT TIME**

3.3 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **210** days after the date when the Contract Time commences to run.

3.4 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred Dollars (\$400.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the work is substantially complete.

#### **ARTICLE 4-CONTRACT PRICE**

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

**Nine hundred ninety-two thousand, five hundred twenty-five dollars and seventy cents**

Written

**\$992,525.70**

Numeric



## ARTICLE 5-PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.

5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 96% of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 6-INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

## ARTICLE 7-CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents: and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has give Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

## ARTICLE 8-CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

8.1 This Agreement, pages 00500-1 to 00500-6, inclusive.

8.2 Exhibits to this Agreement, pages\_\_-\_\_to\_\_-\_\_, inclusive.

8.3 Ohio Guaranty Bonds, identified as exhibit 00605

8.4 Notice of Award and Notice to Proceed

8.5 General Conditions, pages 1 to 42, inclusive.

8.6 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.

8.7 Specifications bearing the title:

**BELMONT COUNTY SANITARY SEWER DISTRICT  
STATE ROUTES 149 AND 40 FORCE MAINS**

8.8 Drawings, consisting of sheet numbered A,C,D,E, 9 thru 14, 17 thru 26, 28 thru 31, and 36 inclusive with each sheet bearing the following general title:

**STATE ROUTES 149 AND 40 FORCE MAINS**

8.9 Addenda Numbers \_\_1\_\_&\_\_2\_\_, inclusive.

8.10 Contractor's Bid, pages 00300-1 to 00300-9, inclusive.

8.11 Documentation submitted by Contractor prior to Notice of Award, pages \_\_-\_\_to\_\_-\_\_, inclusive.

8.12 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 9-MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10-OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on September 28, 2001

OWNER:Belmont County Commission  
BY:  
(corporate seal)

CONTRACTOR:Seneca Valley, Inc.  
BY: Stephen Hanson CEO /s/  
(corporate seal)

Ryan E. Olexo /s/  
Mark A. Thomas/s/  
**Charles R. Probst, Jr. /s/**

ATTEST:Mae Whiteley /s/  
Assistant Clerk

ATTEST: Sharon Hanson/s/

**AGREEMENT**

This Agreement is dated as of the 28th day of September in the year 2001, by and between the **Belmont County Commission** hereinafter called Owner, **Davison Electric Co.** hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1-WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

### **Contract No. 5- Electrical**

The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

### **BELMONT COUNTY SANITARY SEWER DISTRICT STATE ROUTES 149 AND 40 FORCE MAINS**

## ARTICLE 2-ENGINEER

The Project has been designated by Vaughn, Coast & Vaughn, St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

## ARTICLE 3-CONTRACT TIME

- 3.5 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **210** days after the date when the Contract Time commences to run.
- 3.6 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred Dollars (\$400.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the work is substantially complete.

## ARTICLE 4-CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

**Two hundred eighty-two thousand, nine hundred dollars**

Written

**\$282,900.00**

Numeric

## ARTICLE 5-PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.
- 5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 96% of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 6-INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

#### ARTICLE 7-CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents: and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has give Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8-CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement, pages 00500-1 to 00500-6, inclusive.
- 8.2 Exhibits to this Agreement, pages\_\_-\_\_to\_\_-\_\_, inclusive.
- 8.3 Ohio Guaranty Bonds, identified as exhibit 00605
- 8.4 Notice of Award and Notice to Proceed
- 8.5 General Conditions, pages 1 to 42, inclusive.
- 8.6 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 8.7 Specifications bearing the title:  
  

**BELMONT COUNTY SANITARY SEWER DISTRICT  
STATE ROUTES 149 AND 40 FORCE MAINS**
- 8.8 Drawings, consisting of sheet numbered A,D,E,17,18A,28 thru 31,33 thru 36 inclusive with each sheet bearing the following general title:  
  

**STATE ROUTES 149 AND 40 FORCE MAINS**
- 8.9 Addenda Numbers \_\_1\_\_&\_\_2\_\_, inclusive.
- 8.10 Contractor's Bid, pages 00300-16 to 00300-21, inclusive.
- 8.11 Documentation submitted by Contractor prior to Notice of Award, pages \_\_-\_\_to\_\_-\_\_, inclusive.
- 8.12 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 9-MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10-OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on September 28, 2001

OWNER:Belmont County Commission  
BY:  
(corporate seal)

CONTRACTOR:Davison Electric Co.  
BY: David DeFelice /s/  
(corporate seal)

Ryan E. Olexo /s/  
Mark A. Thomas/s/  
Charles R. Probst, Jr. /s/

ATTEST:Mae Whiteley /s/  
Assistant Clerk

ATTEST: Ame J Dietz/s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF NOTICES**  
**TO PROCEED FOR ROUTE 40 WEST**  
**WATERLINE EXTENSION PROJECT**

Motion made by Mr. Olexo, seconded by Mr. Probst to sign the following Notices to Proceed for the Belmont County Sanitary Sewer District's Route 40 West Waterline Extension Project to the Morristown, Ohio area.

**NOTICE TO PROCEED**

To: Seneca Valley, Inc.  
48035 Township Rd. 108  
Caldwell, OH 43724

Date: November 14, 2001  
Project: Contract No. 3-Route 40 West  
Force Main

You are hereby notified to commence work on the Project, except for the area south of I-70 on State Route 149, in accordance with the Agreement dated September 28, 2001, on or before November 26, 2001, and you are to complete the Work within 210 consecutive calendar days thereafter. The date of completion of all Work is therefore June 23, 2002.

Belmont County Commission  
By Ryan E. Olexo /s/  
Charles R. Probst, Jr. /s/  
Mark A. Thomas /s/

Acceptance of Notice

Receipt of the above Notice to Proceed  
Is hereby acknowledged by  
Seneca Valley, Inc. this the 20<sup>th</sup> day of  
November, 2001  
By: Stephen Hanson /s/  
Title: CEO

**NOTICE TO PROCEED**

To: Davison Electric Co.  
15 South Fifth St., P.O. Box 338  
Martins Ferry, OH 43935

Date: November 14, 2001  
Project: Contract No. 5-Electrical

You are hereby notified to commence work on the Project, except for the area south of I-70

on State Route 149, in accordance with the Agreement dated September 28, 2001, on or before November 26, 2001, and you are to complete the Work within 210 consecutive calendar days thereafter. The date of completion of all Work is therefore June 23, 2002.

Belmont County Commission  
By Ryan E. Olexo /s/  
Charles R. Probst, Jr. /s/  
Mark A. Thomas /s/

Acceptance of Notice  
Receipt of the above Notice to Proceed  
Is hereby acknowledged by  
Davison Electric Co. this the 20<sup>th</sup> day of  
November, 2001  
By: Glenn Kesselring /s/  
Title: Project Manager

**NOTICE TO PROCEED**

To: The James White Construction Co. Date: November 14, 2001  
4156 Freedom Way Project: Contract No. 4-General  
Weirton, WV 26062-5296 Route 40 West Sewage Lift Stations

You are hereby notified to commence work on the Project, except for the area south of I-70 on State Route 149, in accordance with the Agreement dated September 28, 2001, on or before November 26, 2001, and you are to complete the Work within 210 consecutive calendar days thereafter. The date of completion of all Work is therefore June 23, 2002.

Belmont County Commission  
By Ryan E. Olexo /s/  
Charles R. Probst, Jr. /s/  
Mark A. Thomas /s/

Acceptance of Notice  
Receipt of the above Notice to Proceed  
Is hereby acknowledged by  
The James White Construction Co. this the 20<sup>th</sup> day of  
November, 2001  
By: Michael G /s/  
Title: V.P.-Utilities

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD**  
**RE: HUNTER’S RUN**

Jeanette Hale, Resident of Hunter’s Run, came before the Board to discuss the road at Hunter’s Run. Ms. Hale stated, “It is a cesspool, the roads are sinking, McElvey Road and Robby Drive. I went to Mr. John Christopher, (Director, Sanitary Sewer District) two weeks ago and have received no action. Commissioner Olexo questioned if Ms. Hale was speaking in regards to the area where additional lines had been placed under the road. Ms. Hale said, “Thank Goodness I don’t have to use these roads and can bypass them. I begged them to put in a culvert.” Commissioner Thomas asked if she was implying the road was fine until the work was done. He also informed those in attendance that the reason the township did not take over these roads was due to the substandard construction by the original contractor.” Ms. Hale stated the work was not done properly. Commissioner Probst stated he would contact Mr. John Christopher.

**IN THE MATTER OF APPROVING**  
**AND SIGNING ALL CLOSING DOCUMENTS**  
**RELATED TO THE ISSUANCE OF \$4,505,000**  
**VARIOUS PURPOSE BOND ANTICIPATION NOTES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign all necessary closing documents related to the issuance of \$4,505,000 Various Purpose Bond Anticipation Notes dated November 20, 2001.

November 20, 2001

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

Re: \$4,505,000 Various Purpose Bond Anticipation Notes dated November 20, 2001 of the County of Belmont, Ohio.

We are writing with regard to the above-reference obligations (the "Obligations"), which were issued by County of Belmont, Ohio (the "Issuer") pursuant to legislation, dated

November 20, 2001, (the "Authorizing Legislation"), to pay at maturity a portion of the Issuer's \$3,000,000 Sanitary Sewer Improvement Bond Anticipation Notes, Fifth Series, Sixth (2000) Renewal, \$400,000 Water System Improvement Bond Anticipation Notes, both dated November 21, 2000, and \$1,500,000 County Buildings Improvements Bond Anticipation Notes, Second (2000) Series, dated December 18, 2000 (the "Prior Obligations"), which were issued to refinance part of the cost of (i) acquiring and renovating buildings to house departments and agencies of the Issuer and other political subdivisions, (ii) acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, and (iii) acquiring and constructing water supply and water works improvements in the Deep Run area of Belmont County Sewer District No. 3 (collectively, 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) Service Contracts

(i) Post-May 15, 1997 Contracts and Modifications. The Issuer should not enter into, materially 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)(1), (II), (III), or (IV) of this Subsection:

(I) (Fixed Fee).

(a) 95% Fixed. At least ninety-five percent (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 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 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 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 should not exceed five (5) 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 consideration is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract should not exceed five (5) years and the contract includes a Cancellation Right at the end of the third year of the Service Contract;

(III) Per-Unit Fee. More than fifty percent (50%) of the consideration for services is based on a Per-Unit Fee and any remaining consideration is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract should 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 charges 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 should 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 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 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 directors, 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 should 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.

(d) 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 either obtains an opinion of Bond Counsel that such sale, other disposition or lease will not adversely affect the Federal Tax Status of the Obligations or alternatively, the Issuer satisfies the requirements for a Remedial Action.
- (iii) Changes in Use. Except as otherwise provided in Subparagraphs (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 percent (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 the 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 the 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 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) Certificates 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 that 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) 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 \$25,000 or two-tenths of one percent (0.2%) of the GIC Computational Base; 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.

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 Obligations;
- (ii) Expenditures Made.

(A) Six Month Exception.

- (1) Refunding Portion. No amount of Gross Proceeds of the Refunding Portion of the Obligations, as modified by Treas. Reg. §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) 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 prescribed by the Treasury Regulations or by the Commissioner 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) Investments.

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

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

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

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

## 5. Security.

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

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

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

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

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

Very truly yours,

PECK, SHAFFER & WILLIAMS LLP

Per Dennis Schwallie /s/  
Dennis G. Schwallie

Received and acknowledged:

COUNTY OF BELMONT, OHIO

By Mae Whiteley /s/ Assistant Clerk  
Title: Clerk of the Board of County Commissioners  
Date: November 20, 2001

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

By Joseph A. Gaudio /s/  
Title: County Treasurer  
Date: November 20, 2001

SIGNATURE AND NO-LITIGATION CERTIFICATE

STATE OF OHIO

COUNTY OF BELMONT, ss:

We, the undersigned, the duly elected, qualified and acting officers of the County of Belmont (the "Issuer") in the state and county aforesaid, as indicated by the titles opposite our respective signatures appearing below, do hereby certify that we did officially execute (with our manual or facsimile signatures) the \$4,505,000, numbered from R-1 upward, bearing interest at the rate of two and twenty two hundredths per cent (2.22%) per annum, payable at maturity, and maturing November 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 November, 2001.

<u>Signatures</u>	<u>Titles</u>
<u>Ryan E. Olexo /s/</u>	County Commissioner
<u>Charles R. Probst, Jr. /s/</u>	County Commissioner
<u>Mark A. Thomas /s/</u>	County Commissioner
<u>Joseph A. Pappano /s/</u>	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.

Mae Whiteley /s/ Assistant 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 November, 2001 by the County of Belmont, Ohio (the "Issuer") in connection with the issuance of \$4,500,000 Various Purpose Bond Anticipation Notes, Second Series of the Issuer dated November 20, 2001, maturing November 19, 2002 (the "Notes"). The Notes are being issued pursuant to resolutions adopted by the board of county commissioners of the Issuer on November 7, 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: Ryan E. Olexo /s/  
County Commissioner

By: Charles R. Probst, Jr. /s/  
County Commissioner  
By: Mark A. Thomas /s/  
County Commissioner  
  
By: Joseph A. Pappano /s/  
County Auditor

**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: Ryan E. Olexo /s/  
County Commissioner  
  
By: \_\_\_\_\_  
County Commissioner  
  
By: Mark A. Thomas /s/  
County Commissioner  
  
By: Joseph A. Pappano /s/  
County Auditor

Dated: November 7, 2001

**CLOSING CERTIFICATE**

Seasongood & Mayer, LLC  
Cincinnati, Ohio  
  
Peck, Shaffer, & Williams LLP  
Columbus, Ohio

Re: \$4,505,000 - 2.22% Various Purpose Bond Anticipation Notes of the County of Belmont, Ohio, dated November 20, 2001, maturing November 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 November 7, 2001, and the final Official Statement dated November 7, 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 November , 2001.

COUNTY OF BELMONT, OHIO  
  
By: Ryan E. Olexo /s/  
County Commissioner  
  
By: Charles R. Probst, Jr. /s/  
County Commissioner  
  
By: Mark A. Thomas /s/  
County Commissioner  
  
By: Joseph A. Pappano /s/  
County Auditor

Upon roll call the vote was as follows:

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



IN THE MATTER OF ADJOURNING  
MEETING AT 3:31 P.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 3:31 P.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of November A.D., 2001.

\_\_\_\_\_

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

\_\_\_\_\_

We, Ryan E. Olexo and Mae Whiteley, President and Assistant Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ ASSISTANT CLERK

