

COUNTY OF WASHTENAW
BOARD OF COMMISSIONERS

At a _____ meeting of the Board of Commissioners of the County of Washtenaw held in the Ann Arbor, Michigan, on _____, 1998 at __:___.m. Eastern Daylight Savings Time, there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and seconded by _____.

**RESOLUTION APPROVING THE CONTRACT
WITH THE TOWNSHIP OF NORTHFIELD
FOR THE NORTHFIELD TOWNSHIP SANITARY SEWER SYSTEM
IMPROVEMENTS, 1998 PROJECT**

WHEREAS, the County of Washtenaw (the "County") by resolution of its Board of Commissioners has approved the establishment of a project currently known as the "Northfield Township Sanitary Sewer System Improvements, 1998 Project" (the "Project"); and

WHEREAS, it is necessary for the Washtenaw County Board of Public Works (the "Board of Public Works") to enter into a contract with the Township of Northfield (the "Township") with respect to the Project, which contract is attached as Appendix 1.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHTENAW as follows:

1. The contract attached as Appendix 1 is hereby approved with such changes, additions, or deletions as may be recommended by Corporation Counsel and approved by the Board of Public Works and the execution thereof by the designated officials is authorized.

2. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Washtenaw, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 1998, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been

made available as required thereby.

Washtenaw County Clerk

SEAL

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APPENDIX 1

CONTRACT BETWEEN

THE COUNTY OF WASHTENAW

and

THE TOWNSHIP OF NORTHFIELD

NORTHFIELD TOWNSHIP
SANITARY SEWER SYSTEM IMPROVEMENTS, 1998 PROJECT

WASHTENAW COUNTY, MICHIGAN

DATED AS OF MAY 1, 1998

CONTRACT

THIS CONTRACT (the "Contract") is made as of May 1, 1998, by and between the COUNTY OF WASHTENAW, a Michigan county (the "County") and the TOWNSHIP OF NORTHFIELD, a township located in the County (the "Township").

W I T N E S S E T H:

WHEREAS, the County has approved the construction of the Wastewater Disposal System (the "Project") pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185"), to provide for improvements to the sanitary sewer system serving the Township; and

WHEREAS, the Department of Public Works of the County (the "DPW") under the control and direction of the Board of Public Works (the "Board") has been established to administer the powers conferred upon the County by Act 185; and

WHEREAS, it is necessary for reasons of public health that the Project be undertaken which includes the improving the sanitary sewer system and appurtenances described in Appendix A all of which is hereafter referred to as the "Project"; and

WHEREAS, by the terms of Act 185, the County and the Township are authorized to enter in to a contract for the acquisition, construction and financing of the Project and for the payment of all or a part of the cost of the Project by the Township with interest, over a period not exceeding 25 years, and the County is then authorized, pursuant to a resolution of its Board of Commissioners and approval by the Board of Public Works, to issue its bonds to be secured by the full faith and credit of the Township and the full faith and credit of the County; and

WHEREAS, the parties have concluded that the Project, which is urgently needed to provide the means of treating sewage originating within the Township and thus to promote the health and welfare of the residents of the Township, can be most economically and efficiently provided and financed by the County acting through the DPW pursuant to the provisions of Act 185; and

WHEREAS, McNamee, Porter & Seeley (the "Consulting Engineers") have prepared preliminary plans for the Project and also estimates of the cost and period of usefulness of the Project (such preliminary plans as time to time revised or the final plans, as the context may dictate, are referred to in this Contract as the "Plans"), all of which have been submitted to and approved by the Board of Commissioners of the County and the governing body of the Township and placed on file with the Board of Commissioners in the office of the DPW; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and its financing through the issuance of County Bonds, and for other related matters, it is necessary for the parties to enter into this Contract; and

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the County and the Township agree as follows:

1. Approval of Project. The County and the Township approve and agree to the acquisition, construction and financing of the Project under and pursuant to Act 185. The parties approve the designation of "Northfield Township Sanitary Sewer System Improvements, 1998 Project" as the name of the Project. The Township, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project and any extension, improvement or enlargement of it within its corporate boundaries in accordance with the terms of this Contract or on land presently owned by and located in the Township, and to the use by the County of the streets, highways, alleys, lands, rights-of-way or other public places in the Township for the purpose and facilities of the Project and any improvements, enlargement or extension of it. The Township further agrees that, in order to evidence and effectuate this agreement and consent, it will obtain or assist the County in obtaining all easements, licenses, rights-of-way and/or title to property necessary for completion of the Project and will execute and deliver to the County such easements, rights-of-way, licenses, permits or consents as may be requested by the County. The Cost of obtaining necessary easements, licenses, rights-of-way and/or title to property in connection with the Project shall be Costs of the Project payable from the proceeds of the Bonds as set forth below. The Township further agrees that it will comply with all applicable State and Federal regulations related to this Project.

2. Project Description. The Project shall consist of the public improvements described and

specified in Appendix A and as are more particularly set forth in the Plans, which Plans are on file with the DPW and are hereby approved and adopted. The Project shall be acquired and constructed substantially in accordance with the Plans and in accordance with final plans and specifications prepared and submitted by McNamee, Porter & Seeley, but variations from the Plans which do not materially change the location, capacity or overall design of the Project, and which do not require an increase in the total estimated Cost of the Project, may be permitted on the authority of the DPW. Other variations or changes may be made if approved by the DPW and by resolution of the governing body of the Township and if provisions required by paragraph 5 below are made for payment or financing of any resulting increase in the total estimated cost. The estimates of the Cost of the Project, \$4,900,000, and the period of usefulness of the Project, in excess of 25 years, are likewise approved and adopted.

3. Issuance of Bonds. The County and the DPW shall take or cause to be taken all actions required or necessary, in accordance with Act 185, to procure the issuance and sale of bonds by the County (the "Bonds"), in one or more series, in whatever aggregate principal amount is necessary to defray the Cost of the Project. The Bonds shall be issued in anticipation of, and be payable from, the payments to be made by the Township to the County as provided in this Contract, shall be secured by the full faith and credit and limited taxing power of the Township and the County, and shall be payable in annual maturities, the last of which shall be not more than 25 years from the date thereof.

4. Construction. The construction of the Project will be governed by the contracts to be awarded by the DPW after recommendation by McNamee, Porter & Seeley.

5. Increase in Bonds. If, after the sale of the Bonds, it becomes necessary to increase the estimated Cost of the Project for any reason, or if the actual Cost of the Project shall exceed the estimated Cost, whether as the result of variations or changes made in the approved Plans or otherwise, then (without the execution of any further contracts or amendment of this Contract) additional bonds, after approval of an authorizing resolution by the Board of Public Works and upon the adoption of such authorizing resolution by the Board of Commissioners, shall be issued to defray such increased or excess Cost to the extent that funds for the same are not available from other sources; provided, however, that no such increase or excess shall be approved and no such additional bonds shall be authorized to be issued, nor shall the County enter into any contract for the acquisition or construction of the Project or any part thereof or incur any obligation for or pay any item of cost therefor, where the effect thereof would be to cause the total Cost of the Project to exceed by more than 5% the total estimated cost as hereinbefore approved, unless the governing body of the Township shall have previously adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of additional bonds in anticipation of increased or additional payments agreed to be made by the Township to the County in the manner hereinafter provided; provided, further, that the adoption of such approving resolution by the governing body of the Township shall not be required prior to or as a condition precedent to the issuance of additional bonds by the

County, if the County has previously issued or contracted to sell bonds to pay all or part of the Cost of the Project, and the issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous Bonds were issued or contracted to be sold.

6. Payments by Township. The Cost of the Project will be defrayed by the issuance of Bonds as provided in paragraphs 3 and 5 above. The Township covenants and agrees to pay the principal of, premium, if any, and interest on the expenses and charges (including the DPW's administrative expenses) which are payable on account of the Bonds (such fees, expenses and charges being called "Bond Service Charges"). Payments shall be made to the County in semiannual installments which shall be due and payable 10 days prior to the day specified in the Bonds as the interest payment dates with respect to the Bonds, in amounts at least sufficient to pay all principal, premium, and/or interest falling due on such interest payment dates and all Bond Service Charges then due and payable.

The DPW shall, within 30 days after delivery of the Bonds, supply the County and the Township with a complete schedule of the payments of principal of and interest on the Bonds, and the DPW shall also, at least 30 days before each payment is due to be made by the Township, advise the Treasurer of the Township of the amount payable to the County on such date. If the Township fails to make any payment to the County when due, the same shall be subject to a penalty of 1% of the amount due for each month or fraction of a month that such amount remains unpaid after it is due. Failure of the DPW to furnish the schedule or give notice as above required shall not excuse the Township from the obligation to make payment when due. Payments shall be made by the Township when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the Cost of the Project.

In the event the County is required to pay any amounts to the United States Department of Treasury (the "Treasury") because of regulations issued by the Treasury or the Internal Revenue Service, the Township shall reimburse the County for such amounts.

7. Advance Payments. If the Township pays the Cost of the Project or any portion of it prior to the issuance of the Bonds, then the obligations of the Township shall be adjusted accordingly. The Township may pay in advance of maturity all or any part of a semiannual installment due to the County on the Bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying cash to the County and requesting the County to purchase any Bonds or call any Bonds in accordance with their terms.

8. Use of Excess Bond Proceeds. The proceeds of the sale of the Bonds shall be used solely and only to pay the Cost of the Project. After completion of the Project and payment of all Project Costs, any surplus remaining for the sale of the Bonds shall, at the option of the Township, be (a) used, with the review and approval of the DPW (which review and approval shall be in accordance with the same planning standards employed to review the Project originally, subject to all applicable laws, regulations and governmental standards then in effect), to extend, enlarge or improve the Project or any other project which has been constructed and/or maintained by the County for the benefit of the Township, (b) retained by the DPW for the payment of principal of and interest on the Bonds or (c) used to purchase the Bonds on the open market. In the event such surplus is used for principal and interest or used to purchase Bonds, the contract obligation of the Township with respect to such Bonds or maturities shall be reduced accordingly.

9. Full Faith and Credit. The Township, pursuant to the authorization of Section 12(2) of Act 185, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this Contract. Each year the Township shall levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this Contract coming due before the time of the following year's tax collections, provided, however, that if at the time of making its annual tax levy, the Township shall have on hand in cash other funds or reasonably expects to receive other funds (from special assessments (including received or anticipated prepayments thereof), user charges, connection fees or otherwise) which have been or will be set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next collection, then the annual tax levy may be reduced by such amount. In the event amounts pledged to or otherwise earmarked for payment of the Bonds are received in amounts so great as to jeopardize the status of the County's Bond Payment Fund as a bona fide debt service fund for purposes of federal tax regulations, the County shall, within 30 days prior to the next scheduled payment of principal on the Bonds, devote such excess sum toward the purchase of Bonds on the open market. Any taxes levied by the Township shall be subject to the applicable statutory and constitutional tax limitations.

10. Failure to Pay; Remedies. In the event that the Township fails for any reason to pay to the DPW the amounts required to be paid under this Contract when due, (1) the County Treasurer is authorized to notify the State Treasurer, or other appropriate disbursing official, of such failure, and the State Treasurer or other appropriate disbursing official shall deduct the amount due the County from any moneys in his or her possession belonging to the Township which are not pledged for the payment of debt and pay the same to the County, all as provided in and governed by Section 17 of Act 185, and/or (2) the County Treasurer is authorized to withhold payments which would otherwise be due to the Township from the County's Delinquent Tax Revolving Fund, in each case such withheld funds to be applied to the Township's obligations under this Contract. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Township to make payments to the County under this Contract. The Township acknowledges that such payments are to be pledged for the payment of the principal of, premium, if any, and interest on the Bonds, and the Township covenants and agrees that it will make its required payments to the County promptly and at the times specified in this Contract,

without regard as to whether the Project is actually completed or placed in operation.

11. Change in Township. No change in the jurisdiction over territory in the Township shall in any manner impair the obligations of this Contract. In the event all or any part of the territory of the Township is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project of the Township from which such territory is taken in accordance with law.

12. a. Additions to or Extensions of Project. The County shall not be obligated to acquire or construct any facilities other than those described in paragraph 2 above. The responsibility for providing such additional facilities as may be needed shall be that of the Township who shall have the right to cause to be constructed and maintained, either directly or through the County, such necessary additional facilities. No extensions of the Project shall be made without DPW approval, which approval shall not be unreasonably withheld or conditioned and shall be limited to approval of appropriate plans, specifications and construction and health standards if such extension does not involve the assistance of the County in the financing of the same.

b. Refunding and Advance Refunding. The Bonds may be refunded in the event it appears advantageous in the opinion of the County's Financial Consultant to issue bonds to refund any series of bonds issued by the County pursuant to this Contract (including advance refunding bonds) and the Township consents to such refunding.

13. Ownership of Project.

(a) The County hereby leases the Project to the Township and the Township hereby leases the Project from the County for operation, maintenance and administration for a term commencing upon the completion of the Project or any substantial part of it and ending upon the expiration of this Contract. The Township shall be responsible for the operation, maintenance and administration of the Project. The County shall have the right to take over operation of the Project and serve individual customers in the event of any default under this Contract by the Township as provided in paragraph 13(c) below.

(b) So long as not in default hereunder, the Township shall have the exclusive right and option to establish, maintain, revise and collect rates and charges for sanitary sewer system service to its inhabitants or other persons using any facilities of the Project, and the Township shall have the exclusive right to determine how the funds derived from the collection of such rates and charges

shall be expended. The Township shall operate and maintain the Project in compliance with all applicable rules and regulations of the Environmental Protection Agency and other authorities.

(c) (i) In the event of any default under this Contract by the Township, after thirty (30) days written notice to the Township, the County shall have the right to set a date (the "Transfer Date") on and after which the County will have the right to take over operation of the entire sanitary sewer system which uses any of (1) the facilities acquired by the Project (the "Sanitary Sewer System") within the Township.

(ii) The Transfer Date set by the County shall be on the first of any month not more than ten months after the date of the notice and not less than sixty days after the notice provided for in subparagraph 13(c) (i) above.

(iii) Unless the default is cured 15 days before the Transfer Date, the County shall have the right, but not the duty, to take over operation of the sanitary sewer system on the Transfer Date, to establish, maintain, revise and collect rates and charges for sanitary sewer system service to all inhabitants connected to or to be connected to the sanitary sewer system in the Township.

(d) The parties agree that the Project shall be acquired, constructed, operated, maintained and administered for the sole use and benefit of the Township and its various sanitary sewer system users, and the Township shall pay all costs in connection with the same, the County remaining the titular owner of the Project only to comply with the provisions of Act 185. So long as no default exists hereunder, the Township shall have the exclusive right and discretion, subject only to review by the County on the basis of sound public utility operational procedures and the other terms of this Contract, to determine policy for the use, expansion, improvement, operation, maintenance and administration of the

14. Costs and Expenses. The parties agree that the costs and expenses of any lawsuits arising directly or indirectly out of this Contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the DPW, shall be deemed to constitute a part of the Cost of the Project and shall be paid by the Township in the same manner as provided in this Contract with respect to other Costs of the Project. In the event of such litigation, the DPW shall consult with the Township and shall retain legal counsel agreeable to the County and the Township to represent the County. If the County and the Township cannot agree as to such representation within a reasonable time, the DPW shall exercise its discretion as to the retention of such counsel.

15. Township Indemnification. The parties hereto hereby expressly agree that the County shall not

be liable for and the Township shall pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the County be held harmless by the Township from liability for such claims, actions, demands, expenses, damages, and losses, however caused or however arising including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages, and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Township will also pay, indemnify and save the County harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the County has not paid the same, the Township shall be obligated to pay to the County upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. Notwithstanding the foregoing, nothing contained in this Section 15 shall be construed to indemnify or release the County against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this contract or the issuance, sale or delivery of the bonds herein described.

16. DPW Authority. All powers, duties and functions vested by this Contract in the County shall be exercised and performed by the DPW, for and on behalf of the County, unless otherwise provided by law or in this Contract.

17. Invalidity of Provisions. In the event that any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. No Impairment of Bondholder's Interests. The County and the Township each recognize and declare that the holders from time to time of the Bonds issued by the County under the provisions of Act 185, and secured by the full faith and credit limited tax pledge of the Township to the

payment of the principal of and interest on the Bonds as set forth in this Contract, will have contractual rights in this Contract and it is therefore covenanted and agreed by each of the parties that so long as any of the Bonds remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration of or revision which would in any manner adversely affect either the security of the Bonds or the prompt payment of principal of or interest on the Bonds. The right to make changes in this Contract, by amendment, supplemental contract or otherwise, is nevertheless reserved insofar as the same do not have such adverse affect. The Township and the DPW further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract at the times and in the manner set forth in this Contract, and will not suffer to be done any act which would in any way impair the Bonds, the security for them, or the prompt payment of principal of and interest on the Bonds.

19. County Treasurer. It is understood that the County Treasurer may act as the Treasurer of the DPW and that the County Treasurer will have the responsibility to invest all funds coming into the County's possession in connection with the Project. The Treasurer is accordingly authorized to invest any such surplus funds in any obligations permitted by law and credit investment earnings for the benefit of the Township to the fund earning the same.

20. Undertaking to Provide Continuing Disclosure. The County and the Township hereby covenant and agree, for the benefit of the beneficial owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be substantially in the form attached hereto as Appendix B. This Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Purchaser(s) on behalf of such beneficial owners (provided that the right of the Purchasers and beneficial owners to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Township to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer and Clerk, and the Township Treasurer or Clerk, or other officer of the County or Township charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County and Township's Undertaking.

21. Miscellaneous.

a. Effective Date. This Contract shall become effective after approval by the legislative body of the

Township and by the Board of Commissioners of the County, and execution by the authorized officials of the parties. It shall terminate upon the earlier payment in full of all principal of, premium, if any, and interest on the Bonds, at which time the full right, title and ownership to the Project shall revert to the Township. The County shall take any and all necessary actions to fully transfer ownership of the Project to the Township, at no cost to the Township, upon the termination of this Contract.

b. Counterparts. This Contract may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

c. Contingency. This Contract is contingent upon the County issuing its Bonds to defray the cost of acquiring and constructing the Project, and nothing contained in this Contract shall require the County to acquire or construct the Project if it is unable, after use of its best efforts, to sell the Bonds to finance the same.

d. Governing Law. This Contract shall be interpreted under the laws of the State of Michigan.

e. Authority. Each party warrants and represents that the execution and performance of this Contract have been duly authorized by all necessary action and do not contravene any policy, resolution or controlling rule.

f. Entire Agreement. This Agreement sets forth the entire agreement between the County and the Township with respect to the subject matter of this Contract.

g. Captions and Bylines. The captions and bylines used in this Contract are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

h. Use of the Singular. The use in this Contract of the singular shall be deemed to be and include the plural (and vice versa) where applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

TOWNSHIP OF NORTHFIELD COUNTY OF WASHTENAW

By Its Board of Public Works

By:_____ By:_____

Its: Supervisor Its: Chairman

By:_____ By:_____

Its: Clerk Its: Secretary

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APPENDIX A

PROJECT DESCRIPTION

The Project will consist of construction of new gravity sanitary sewers and pumping stations and force mains to serve portions of Northfield Township residents and businesses located along North Territorial in the vicinity of the intersection with the US 23 freeway. It will also include replacement of the existing sanitary sewage pumping station located at 8 Mile Road. In addition, the Michigan Department of Transportation rest area located approximately 3 miles south of the North Territorial Road exit will be connected to the system by a pumping station and force main.

The estimated cost for this project is as follows:

Engineering \$ 590,000

Construction \$3,790,000

Miscellaneous \$ 120,000

Contingency \$ 400,000

TOTAL COST \$4,900,000

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APPENDIX B

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the _____ (the "Issuer") [_____ (the "Obligated Municipality")] in connection with the issuance of \$_____ [Name of Issue] (the "Securities"). The Securities are being issued pursuant to a _____ Resolution adopted by the Governing Body of the Issuer on _____, 19___; a _____ Resolution adopted by the governing body of the Issuer [Obligated Municipality]; and an Award Resolution adopted by the Governing Body of the Issuer on _____, 19___ (collectively the "Resolution") and delivered to _____ (the "Purchaser") on the date hereof. Pursuant to the Resolution, the Issuer [Obligated Municipality] has covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. In addition, the Issuer [Obligated Municipality] hereby specifically covenants

and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer [Obligated Municipality] for the benefit of the holders of the Securities in order to assist the Participating Underwriters within the meaning of the Rule (defined herein) in complying with SEC Rule 15c2-12(b)(5). This Disclosure Certificate constitutes the written Undertaking required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Issuer [Obligated Municipality] pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the Issuer's [Obligated Municipality's] annual financial statements, which are currently prepared in accordance with generally accepted accounting principles [GAAP for governmental units as prescribed by GASB] and which the Issuer [Obligated Municipality] intends to continue to prepare in substantially the same form.

"Fiscal Year" means the fiscal year of the Issuer [Obligated Municipality].

"Final Official Statement" means the final official statement dated _____, 19__ delivered in connection with the Securities, which is available from the MSRB.

"Governing Body" means the _____ of the Issuer [Obligated Municipality] or such other body as may hereafter be the chief legislative body of the Issuer.

"Issuer" means _____ which is the obligated person with respect to the Securities.

["Obligated Municipality" means _____ which is an obligated person with respect to the Securities.]

"Issuer Contact" means the [Clerk, or _____] of the Issuer who can be contacted at _____.

["Obligated Municipality Contact" means the [Clerk, or _____] of the Obligated Municipality who can be contacted at _____.]

"Material Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board located at 1150 18th Street, N.W., Suite 400, Washington, D.C. 20036.

"NRMSIR" means any nationally recognized municipal securities information repository as recognized from time to time by the SEC for purposes of the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Securities (including the Purchaser) required to comply with the Rule in connection with the offering of the Securities.

"Repository" means each NRMSIR and each SID, if any.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"SID" means any public or private repository or entity designated by the State of Michigan as a state information depository for the purpose of the Rule.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) The Issuer [Obligated Municipality] shall, not later than two hundred seventy (270) days after the end of the Fiscal Year, commencing with the year that ends _____, 19____, provide each Repository with annual financial information which is consistent with the requirements of

Section 4 of this Disclosure Certificate. The annual financial information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer [Obligated Municipality] may be submitted separately from the balance of the annual financial information; and provided further that unaudited financial statements will be included with the other financial information, if audited statements have not already been furnished.

(b) If the Issuer [Obligated Municipality] is unable or fails to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer [Obligated Municipality] shall send a notice of that fact in a timely manner to the NRMSIRs, the MSRB and any SID.

(c) The Issuer [Obligated Municipality] shall determine each year prior to the date for providing the Annual Report the name and address of each NRMSIR and each SID, if any.

Section 4. Content of Annual Reports. The Issuer's [Obligated Municipality's] Annual Report shall contain or incorporate by reference the following:

Updates of the "State Equalized Valuation", "Taxable Valuation", "County and Township Tax Rates and Levies", "Tax Collection Record", "General Fund Revenues and Expenditures", and "Debt Statement (Direct and Overlapping Debt)" contained in the Final Official Statement and the current Audited Financial Statements.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer [Obligated Municipality] or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer [Obligated Municipality] shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Material Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events in a timely manner if material with respect to the Securities:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions or events affecting the tax-exempt status of the Securities;

7. Modification to rights of holders of the Securities;

8. Securities calls;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the Securities; and

11. Rating changes.

(b) Whenever a Material Event occurs, the Issuer [Obligated Municipality] shall promptly file a notice of such occurrence with either all NRMSIRs or with the MSRB and with any SID. Notwithstanding the foregoing, notice of Material Events described in subsections (a) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is required to be given to holders of affected Securities pursuant to the Resolution.

(c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer [Obligated Municipality] shall employ such methods of information transmission as shall be

requested or recommended by the designated recipients of the Issuer's [Obligated Municipality's] information.

Section 6. Termination of Reporting Obligation. The Issuer's [Obligated Municipality's] obligations under the Resolution and this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all the Securities.

Section 7. Issuer [Obligated Municipality] Contact; Agent. Information may be obtained from the Issuer [Obligated Municipality] Contact. Additionally, the Issuer [Obligated Municipality] may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent. The initial dissemination agent shall be the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226.

Section 8. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, as provided in this Section 8, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, if and of itself, cause the undertakings to violate the Rule. The provisions of this Disclosure Certificate constituting the Undertaking or any provision hereof, shall be null and void in the event that the Issuer [Obligated Municipality] delivers to each then existing NRMSIR and the SID, if any, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Securities. The provisions of this Disclosure Certificate constituting the Undertaking may be amended without the consent of the holders of the Securities, but only upon the delivery by the Issuer [Obligated Municipality] to each then existing NRMSIR and the SID, if any, of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Disclosure Certificate and by the Issuer [Obligated Municipality] with the Rule. Any such amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer [Obligated Municipality] for other obligated person, as defined in the Rule), or type of business conducted. No such amendment may be made unless the Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances. No such amendment shall be made unless it does not materially impair the interests of holders of the Securities, as determined by nationally recognized bond counsel. The annual financial information containing any amended operating data or amended financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the Undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new account principles and those prepared on the basis of the former accounting principles. The comparison will include a qualitative discussion of the differences in the accounting principles and the impact of the change in the account principles on the presentation of the financial information , in order to provide information to investors to enable them to evaluate the ability of the Issuer [Obligated Municipality] or any obligated person to meet its obligations. To the extent reasonably feasible, the comparison will also be quantitative. A notice of the change in the accounting principles will be sent to each then existing NRMSIR or the MSRB, and to the SID, if any.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer [Obligated Municipality] from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer [Obligated Municipality] chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer [Obligated Municipality] shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 10. Default. In the event of a failure of the Issuer [Obligated Municipality] to comply with any provision of this Disclosure Certificate any holder of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer [Obligated Municipality] to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer [Obligated Municipality] to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer [Obligated Municipality], the Participating Underwriters and holders from time to time of the Securities, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity effective the _____ day of _____, 19__.

[Executive Officer]

Clerk/Secretary

[SEAL]

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COUNTY OF WASHTENAW
BOARD OF COMMISSIONERS

At a _____ meeting of the Board of Commissioners of Washtenaw County held at the _____, Ann Arbor, Michigan on _____, 1998, at __:__.m., Eastern Daylight Savings Time, there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and seconded by Commissioner _____:

BOND RESOLUTION

WHEREAS, this Board of Commissioners has adopted a resolution approving the Northfield Township Sanitary Sewer System Improvements, 1998 Project in part for the purpose of improving the sanitary sewer system serving the

Township of Northfield (the "Project"); and

WHEREAS, pursuant to a resolution of this Board of Commissioners and pursuant to resolutions adopted or to be adopted by the governing body of the Township of Northfield (the "Township"), the County of Washtenaw (the "County") and the Township are entering into a Contract dated as of May 1, 1998 (the "Contract"), whereby the County agrees to acquire, construct and finance the Project at an estimated cost of \$4,900,000 and the Township agree to pay for the cost of the Project, which is to be financed by bonds to be issued by the County (the "Bonds") up to the aggregate principal amount of \$4,900,000; and

WHEREAS, a contract for the Project was or will be executed between the County and the Township, showing an estimate of \$4,900,000 as the cost of constructing the Project and estimating not less than 30 years as the period of usefulness of the County's share of the Project, and has been approved by the Board of Public Works and by this Board of Commissioners of the County and by the Township and has been or will be approved; and

WHEREAS, under the Contract, the Township are to pay semi-annually to the County an amount equal to each semi-annual installment of principal of, premium, if any, and interest on the Bonds and in addition are to pay all transfer agent and registrar fees and other bond service charges, as determined pursuant to the Contract; and

WHEREAS, the County desires to issue Bonds pursuant to Act No. 185, Michigan Public acts of 1957, as amended (the "Act"), in anticipation of the payments to be made by the Township under the Contract; and

WHEREAS, the County proposes to undertake the Project and to request the County to incur taxable or tax-exempt debt (the "Reimbursement Obligations") to finance all or a portion of the costs of the Project; and

WHEREAS, the County may make certain expenditures for said Project prior to issuance of the Reimbursement Obligations and may wish to use the proceeds of the Reimbursement Obligations to reimburse all or a

portion of said expenditures; and

WHEREAS, it is in the public interest and for the public benefit that the County designate an authorized officer for the purposes of declaring official intent of the County with respect to expenditures; and

WHEREAS, the County Board of Public Works has approved this resolution and recommended its adoption by the Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHTENAW as follows:

1. (a) Bond Details. Bonds of the County of Washtenaw up to the aggregate principal amount of \$4,900,000 shall be issued for the purpose of defraying the cost of acquiring and constructing the Project. The Bonds shall be issued in substantially the form of Appendix A attached hereto. The Bonds shall be known as "Washtenaw County - Northfield Township Sanitary Sewer System Improvements, 1998 Project Bonds" and shall be dated August 1, 1998 or such later date up to June 1, 1999 as the Director of the Department of Public Works shall order. The Bonds shall be fully registered Bonds, both as to principal and interest, in any denomination which is \$5,000 or a multiple of \$5,000 up to the amount of a single maturity, and shall be numbered from 1 upwards. The Bonds shall mature on May 1 in each year as follows:

—

YEAR PRINCIPAL YEAR PRINCIPAL YEAR PRINCIPAL

—

2000	\$150,000	2006	\$200,000	2012	\$300,000
2001	150,000	2007	250,000	2013	300,000
2002	200,000	2008	250,000	2014	300,000
2003	200,000	2009	250,000	2015	350,000
2004	200,000	2010	250,000	2016	350,000
2005	200,000	2011	300,000	2017	350,000

2018 350,000

2. Interest Payment and Date of Record. The Bonds shall bear interest payable May 1, 1999, and each November 1 and May 1 thereafter, until maturity, which interest rate shall not exceed 8% per annum. Interest shall be paid by check mailed by first class mail to the registered owner of each Bond as of the applicable date of record, provided, however, that the Chairman of the Board of Public Works may agree with the Bond Registrar on a different method of payment. If interest is paid differently, the Bond form attached as Appendix A and the Notice of Sale form attached as Appendix B shall be changed accordingly.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

3. Discount. The Bonds may be offered for sale at a price of not less than 98.5% of the face amount thereof, and the Director of the Department of Public Works is authorized, in his or her discretion, to provide for a higher or lower minimum purchase price in the Notice of Sale of the Bonds.

4. Prior Redemption. Bonds maturing prior to May 1, 2006 shall not be subject to redemption prior to maturity. Bonds maturing on or after May 1, 2006 shall be subject to redemption prior to maturity at the option of the County, subject to the rights and direction of the Township as set forth in the Contract, in any order, in whole or in part on any interest payment date on or after May 1, 2005. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption plus a premium as follows:

$\frac{1}{2}$ of 1% of the principal amount of each bond called for redemption on or after May 1, 2005, but prior to May 1, 2009.

Bonds called for redemption on or after May 1, 2009 shall be redeemed at par.

With respect to partial redemptions, any portion of a Bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed constitute authorized denominations. In the event that less than the entire principal amount of a Bond is called for redemption, upon surrender of the Bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the registered owner of the Bond a new Bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each Bond being redeemed by first class mail at least 30 days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption. Any defect in any notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption provided funds are on hand with the Bond Registrar to redeem the same.

5. Bond Registrar and Paying Agent/Book Entry Depository Trust. The Board of Public Works shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds (sometimes referred to as the "Bond Registrar") which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Board of Public Works from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Board of Public Works who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Chairman of the Board of Public Works after consultation with the depository trustee. The Board of Public Works is authorized to enter into any depository trust agreement on behalf of the County upon such terms and conditions as the Board of Public Works shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which agreement shall be executed by the Chairman and Secretary. The depository trustee may be the same as the Bond Registrar otherwise named by the Chairman or Secretary, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Chairman or Secretary may determine.

6. Transfer or Exchange of Bonds. Any Bond shall be transferable on the bond register maintained by the Bond Registrar with respect to the Bonds at any time upon the surrender of the Bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond the Bond Registrar shall authenticate and deliver a new Bond or Bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

Bonds may likewise be exchanged at any time for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond or Bonds being exchanged. Such exchange shall be effected by surrender of the Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a Bond with proper written instructions the Bond Registrar shall authenticate and deliver a new Bond or Bonds to the registered owner of the surrendered Bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of Bonds during the 15 days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County, subject, however to reimbursement by the Township pursuant to the contract. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

7. a. Reduction in Aggregate Amount of Bonds. In the event it shall be necessary to delay a part of the Project or it shall be determined by the Director of the Department of Public Works (the "Director") after this Resolution is adopted that the Project cost shall be less than the estimate, the Director shall reduce the principal amount of the Bonds by \$5,000 denominations, one such denomination for each maturity in any order to the extent required to avoid the issuance of more Bonds than will be required in light of the bids received, and the Notice of Sale shall be correspondingly altered.

b. Capitalized Interest. Up to six months of interest on the bonds may be capitalized if so ordered by the Director of the Department of Public Works.

8. Execution and Delivery. The Chairman of the Board of Commissioners and the County Clerk of the County are authorized and directed to execute the Bonds for and on behalf of the County by manually executing the same or by causing facsimile signatures of the Chairman of the Board of Commissioners and of the County Clerk to be affixed, provided in the latter instance the Bonds are thereafter authenticated by the Bond Registrar. The Bonds shall be sealed with the County seal or a facsimile of the County seal. Upon the execution of the Bonds they shall be delivered to the Treasurer of the County, who is authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price.

9. Full Faith and Credit of Township and County. The Bonds are to be issued pursuant to the provisions of the Act in anticipation of the payments to become due to the County from the Township under the Contract. Such payments are supported by a pledge of the full faith and credit of the Township. The full faith and credit of the County is hereby pledged for the prompt payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due. The ability of the Township and the County to raise funds with which to meet such full faith and credit pledge is subject to applicable statutory and constitutional tax limitations.

10. Bond Payment Fund. All moneys paid to the County by the Township toward the cost of the Project pursuant to the Contract, shall be set aside by the County in a Bond Payment Fund to be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and expenses incidental thereto. From the proceeds of the sale of the Bonds, there shall be deposited in the Bond Payment Fund any premium and accrued interest received from the purchaser of the Bonds as well as any capitalized interest on the Bonds.

11. Construction Fund. There is hereby established a Construction Fund into which all proceeds of the borrowing shall be deposited, except (a) capitalized interest on the Bonds, if any, and (b) any premium and

accrued interest received from the purchaser of the Bonds. The Construction Fund shall be used to acquire and construct the Project.

12. Approval of the Department of Treasury; Exception. The issuance and sale of the Bonds shall be subject to the approval of the Michigan Department of Treasury, as required by law, and the Director or Bond Counsel is hereby authorized to make application to the Department of Treasury for permission to issue and sell the Bonds. Alternatively, the Director or Bond Counsel, in his or her discretion, is authorized to apply for an exception to such prior approval from the Michigan Department of Treasury.

13. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Chairman of the Board of Commissioners and the County Clerk may, on behalf of the County, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Bond having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Bond a replacement Bond shall not be delivered unless and until the County and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument bond for principal and interest remaining unpaid on the lost, stolen or destroyed bond, (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed, (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the County and the Bond Registrar against loss due to the lost, stolen or destroyed bond and the issuance of any replacement Bond in connection therewith, and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the County and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the County.

14. Arbitrage and Tax Covenants. Notwithstanding any other provision

of this Resolution, the County covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other fund of the County or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a bond which is not a qualified bond within the meaning of Section 141(e) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

15. Qualification of Bonds. The Bonds are not designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless, at the time the Notice of Sale is published, the Bonds have been determined to be eligible to be so designated on the basis of the County's reasonable expectations at the time of such publication. In such event, the Notice of Sale shall be changed appropriately and the Bonds shall there be so designated.

16. Notice of Sale. Sealed bids for the purchase of the Bonds shall be accepted up to a time to later be determined by the Chairman of the Board of Public Works. Notice of the sale shall be published once in accordance with law in The Bond Buyer, in substantially the form attached as Appendix B to this Resolution. The Chairman of the Board of Public Works may make such changes to the attached Notice of Sale,

or cause it to be published in additional publications, as he deems appropriate.

17. Defeasance. If the whole amount of the principal of and premium, if any, and interest due and payable upon all outstanding Bonds shall be paid, or if sufficient moneys, or Government Obligations not callable prior to maturity, the principal of and interest on which, when due and payable will provide such sufficient moneys, shall be deposited with and held by a trustee for the purpose of paying principal of and premium, if any, and interest due and payable upon all outstanding Bonds, if all outstanding Bonds to be redeemed prior to maturity shall have been duly called for redemption or irrevocable instructions to call such Bonds for redemption shall have been given to such trustee, then the right, title and interest of the holders of the Bonds shall thereupon cease, terminate and become void and the County shall be released from the obligations of this resolution and any moneys or other funds held pursuant to this resolution for the purpose of paying principal of a premium, if any, and interest on the Bonds then outstanding (other than the aforementioned funds on deposit with the trustee for redemption of the outstanding Bonds) shall be released from the conditions of this resolution and paid over to the County and considered excess proceeds of the Bonds. In the event Government Obligations shall be deposited with and held by the trustee as herein above provided, the trustee shall within 30 days after such Government Obligations or moneys shall have been deposited with it, cause a notice signed by the trustee to be published once in a newspaper of general circulation in the City of Detroit, Michigan, setting forth (a) the date or dates, if any, designated for the redemption of the Bonds, (b) a description of the Government Obligations and moneys so held by it, and (c) that this resolution has been released in accordance with the provisions of this Section. All moneys and Government Obligations held by such trustee pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith as provided herein above. As used herein the term "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

18. Reimbursement. (a) The Treasurer of the County is hereby authorized to declare official intent of the County with respect to reimbursement or expenditures incurred prior to issuance of the Bonds.

(b) Each declaration of official intent shall be substantially in the form set forth in APPENDIX C attached hereto and by this reference incorporated herein, and said form may be modified from time to time on the advice of bond counsel to the County and as necessary to conform to requirements of our reimbursement regulations as the same may be adopted by the Internal Revenue Service or amended from time to time, or with the requirements of applicable rulings or regulations relating to tax-exempt borrowings.

(c) The official making the declaration is hereby directed to file each declaration of official intent in the office of the Washtenaw County Clerk, County Court House, 101 E. Huron, Ann Arbor, Michigan, which location constitutes the customary location of the records of the Township which are available to the general public.

(d) The County Clerk is further directed to assure that each declaration of intent is continuously available during normal business hours of the County on every business day of the period beginning the earlier of 10 days after the date of execution of said declaration of intent and ending on the date of issuance of the Reimbursement Obligations.

19. Retention of Bond Counsel. The firm of John R. Axe and Associates, attorneys, of Grosse Pointe Farms, Michigan, is hereby retained to act as bond counsel for the County in connection with the issuance and sale of the Bonds.

20. Retention of Financial Consultant. Bendzinski & Co., of Detroit, Michigan, is hereby retained to act as financial consultant and advisor for the County in connection with the issuance and sale of the Bonds.

BE IT FURTHER RESOLVED, that the budget is to be established not to exceed the authorized bond amount and/or contributions from other sources.

A vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The Resolution was declared adopted.

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Washtenaw, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 1998, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Washtenaw County Clerk

APPENDIX A

[FORM OF BOND]

UNITED STATES OF AMERICA-STATE OF MICHIGAN

COUNTY OF WASHTENAW

WASHTENAW COUNTY - NORTHFIELD TOWNSHIP

SANITARY SEWER SYSTEM IMPROVEMENTS, 1998 PROJECT BOND

RATE MATURITY DATE DATE OF ISSUANCE CUSIP

_____ 1, _____

=====

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

FOR VALUE RECEIVED, the County of Washtenaw, State of Michigan (the "County"), hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above, unless paid prior thereto as hereinafter provided, to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this Bond at the principal corporate trust office of _____, _____, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with interest thereon to the Registered Owner of this Bond, as shown on the books of the County maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing _____ 1,

_____, and semiannually thereafter on the first day of _____ and _____ in each year to and including the Maturity Date or earlier redemption of this Bond. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the County maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of _____ Dollars (\$_____), issued by the County, pursuant to and in full conformity with the Constitution and Statutes of the State of Michigan (especially Act No. 185, Michigan Public Acts of 1957, as amended), for the purpose of defraying the cost of extending a water main and a sewer serving the Township of Northfield (the "Township"), Washtenaw County, Michigan, being the Northfield Township Sanitary Sewer System Improvements, 1998 Project (the "Project") which serves the Township.

This Bond and the series of which this is one are payable as to principal, premium, if any, and interest from moneys to be paid to the County by the Township pursuant to a contract dated as of May 1, 1997 (the "Contract"), between (among others) the County and the Township, whereby the Township agree to pay to the County the cost of that part of the Project financed by the bonds in semiannual installments equal to the principal of, premium, if any, interest and service charges on the bonds. The full faith and credit of the Township is pledged for the prompt payment of its obligations pursuant to the Contract. Pursuant to the resolution authorizing the issuance of this series of bonds, the full faith and credit of the County has also been pledged for the prompt payment of the principal of, premium, if any, and interest on the bonds of this series. The ability of the Township and the County to raise funds with which to meet such full faith and credit pledge is subject to applicable statutory, constitutional and charter tax limitations.

Bonds maturing prior to _____ 1, _____ shall not be subject to redemption prior to maturity. Bonds maturing on or after _____ 1, _____ shall be subject to redemption prior to maturity at the option of the

County, subject to the rights and direction of the Township as set forth in the Contract, in any order, in whole or in part, on any interest payment date on or after ____ 1, _____. Bonds so called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption plus a premium as follows:

__ of the principal amount of each bond called for redemption on or after _____ 1, _____, but prior to ____ 1, _____.

No premium called after _____ 1, _____.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the Registered Owner of the bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption, if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

This Bond shall be transferable on the books of the County maintained by the Bond Registrar upon surrender of this Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or

transferees.

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County, unless otherwise agreed upon by the County and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Bond and the bonds of this series have ___ been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar, as authenticating agent.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and Statutes of the State of Michigan, and that the total indebtedness of the County, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Washtenaw, State of Michigan by its Board of Commissioners, has caused this Bond to be executed in its name with the facsimile signatures of the Chairman of its Board of Commissioners and its County Clerk, has caused a facsimile of its seal to be affixed hereto and has caused this Bond to be authenticated by the Bond Registrar, as the County's authenticating agent, all as of the Date of Issuance set forth above.

COUNTY OF WASHTENAW

By:

Chairman of the Board of
Commissioners

[SEAL]

By:

County Clerk

DATE OF AUTHENTICATION:

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the series of bonds designated "Washtenaw County - Northfield Township Sanitary Sewer System Improvements, 1998 Project Bonds."

_____, Michigan
as Bond Registrar and Authenticating Agent

By:

Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ this Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer this Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature:

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided:

Name and Address: _____

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

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APPENDIX B

[FORM OF OFFICIAL NOTICE OF SALE]

OFFICIAL NOTICE OF SALE

\$ _____

COUNTY OF WASHTENAW

STATE OF MICHIGAN

WASHTENAW COUNTY - NORTHFIELD TOWNSHIP

SANITARY SEWER SYSTEM IMPROVEMENTS, 1998 PROJECT BONDS

SEALED BIDS: Sealed bids for the purchase of the bonds described herein (the "Bonds") will be received by the undersigned, on behalf of the County of Washtenaw Department of Public Works (the "Issuer"), at the office of the _____ of the County of Washtenaw, _____, Ann Arbor, Michigan 48107 on _____, _____, until _____:00 _____.m., Eastern _____ Time, at which time and place the bids

will be publicly opened and read.

In the alternative, sealed bids will also be received on the same date and until the same time by an agent of the undersigned at the offices of Bendzinski & Co., Municipal Finance Advisors, One Kennedy Square, 719 Griswold, Suite 2130, Detroit, Michigan 48226-3333, where they will be publicly opened simultaneously. Bids received at Ann Arbor, Michigan will be read first followed by the bids received at the alternate location. Bidders may choose either location to present bids and good faith checks, but not both locations. Any bidder may submit a bid in person to either bidding location. However, no bidder is authorized to submit a Fax bid to Ann Arbor, Michigan.

The Bonds will be awarded or all bids will be rejected by the Issuer at a meeting to be held beginning at __:00 __.m., Eastern _____ Time, on the day of the sale.

BOND DETAILS: The Bonds will be fully registered bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000, not exceeding the aggregate principal amount for each maturity, dated ____ 1, ____, numbered from 1 upwards and will bear interest from their date of issuance payable on _____ 1, ____ and semiannually thereafter on each ____ 1 and _____ 1 and until maturity. The Bonds will mature on ____ 1 of each year as follows:

YEAR PRINCIPAL YEAR PRINCIPAL YEAR PRINCIPAL

PRIOR REDEMPTION: Bonds maturing prior to ____ 1, ____ shall not be subject to redemption prior to maturity. Bonds maturing on or after ____ 1, ____ shall be subject to redemption prior to maturity at the option of the County, subject to the rights and direction of the Township of Northfield (the "Township") as set forth in the Contract, in any order, in whole or in part, on any interest payment date on or

after ____ 1, _____. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption plus a premium as follows:

__ of the principal amount of each bond called for redemption on or after _____ 1, _____, but prior to ____ 1, _____.

No premium called after _____ 1, _____.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least 30 days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption, if different than otherwise provided in the Bond Resolution. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar to redeem the same.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding __% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Bonds, at a price less than __% of their par value or at an interest rate or rates that will result in a net interest cost of more than __% per annum, will be considered.

BOOK-ENTRY-ONLY: The Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Bonds.

BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD: _____, _____, Michigan has been selected as bond registrar and paying agent (the "Bond Registrar") for the Bonds. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent for the Bonds, authenticate the original and any re-issued bonds and pay interest by check or draft mailed to the registered holders of the Bonds as shown on the registration books of the County kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the nearly final official statement for the Bonds. The County may from time to time as required designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The Bonds are to be issued pursuant to the provisions of Act No. 185, Public Acts of Michigan, 1957, as amended (the "Act"), to defray part of the cost of improving the sanitary sewer serving the Township, being the Northfield Township Sanitary Sewer System Improvements, 1998 Project (the "Project"). The Bonds are to be issued in anticipation of, and are primarily payable from, payments to be made by _____ the Township pursuant to a certain Contract dated as of _____ 1, ____, between the County of Washtenaw (the "County") and the Township (the "Contract"), wherein the Township agree to pay to the County the cost of that part of the Project financed by the Bonds in semiannual installments equal to the principal of, interest and service charges on the Bonds of this issue. The full faith and credit of the Township and the County have been pledged for the making of such payments. The ability of the Township and the County to raise funds with which to meet such full faith and credit pledge is subject to applicable statutory, constitutional and charter tax limitations.

GOOD FAITH CHECK: A certified or cashier's check drawn upon an incorporated bank or trust company or a financial surety bond in an amount equal to 1% (\$____) of the face amount of the Bonds, and payable to the order of the County Treasurer must accompany each bid as a guarantee

of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. If a check is used, it must accompany each bid. If a financial surety bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such bond must be submitted to the County Treasurer prior to the opening of the bids. The financial surety bond must identify each bidder whose good faith deposit is guaranteed by such financial surety bond. If the Bonds are awarded to a bidder utilizing a financial surety bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the County in the form of a cashier's check (or wire transfer such amount as instructed by the County or its financial advisor) not later than noon, Eastern _____ Time, on the next business day following the award. If such good faith deposit is not received by that time, the financial surety bond may be drawn upon by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful bidder will be promptly returned to such bidder's representative or by registered mail. The good faith check of the successful bidder will be cashed immediately, in which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

AWARD OF THE BONDS: The Bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar amount of all interest on the Bonds from _____ 1, _____, to their maturity and deducting therefrom any premium or adding thereto any discount.

MICHIGAN PROPERTY TAX AND FINANCE REFORM: On March 15, 1994, the Michigan electorate voted to amend the State Constitution to increase the state sales tax from 4% to 6% and to place a cap on property value assessment increases. A new state education authority is levying a property tax to finance education, and a higher real estate transfer tax will be imposed on the sale of real property. Legislation has been adopted which contains other proposals that may reduce or alter the revenues of local units of government. While the ultimate nature, extent and impact of the constitutional amendment, the accompanying legislation and or other tax and revenue measures which have been adopted cannot currently be predicted, purchasers of the Bonds offered herein should be alert to the potential effect of such measures upon the Bonds, the security therefor, and the operations of the County.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any rating agency fees shall be the responsibility of the purchaser. **FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE COUNTY.**

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of John R. Axe and Associates, Grosse Pointe Farms, Michigan (the "Bond Counsel"), a copy of which will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for its services in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials.

TAX MATTERS: In the opinion of Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, the Bonds and the interest thereon are exempt from all taxation in the State of Michigan except inheritance taxes and taxes on gains realized from the sale, payment or other disposition thereof.

THE BONDS HAVE ___ BEEN DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" WITHIN THE MEANING OF SECTION 265 (b)(3) OF THE INTERNAL REVENUE CODE OF 1986.

CERTIFICATE REGARDING "ISSUE PRICE": The successful bidder will be required to furnish, prior to the delivery of the Bonds, a certificate in a form acceptable to Bond Counsel, as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

DELIVERY OF BONDS: The Issuer will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at Detroit, Michigan. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern _____ Time, on the 45th day following the date of sale or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the Issuer shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser of the Bonds furnishes the Bond Registrar with a list of names and denominations in which it wishes to have the Bonds issued at least ten (10) business days before delivery of the Bonds, the Bonds will be delivered in the form of one bond for each maturity, registered in the name of the purchaser.

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE: In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the Issuer and the Township will covenant to undertake (pursuant to resolutions adopted or to be adopted by their governing boards), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the Issuer and the Township, a form of which is included in the Preliminary Official Statement and in the Final Official Statement.

OFFICIAL STATEMENT: A copy of the nearly final official statement (the "Nearly Final Official Statement") may be obtained by contacting Bendzinski & Co. at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the Issuer for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful bidder shall supply to the Issuer within twenty-four hours after the award of the Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

The Issuer will furnish to the successful bidder, at no cost, ___ copies of the Final Official Statement within seven (7) business days after the award of the Bonds. Additional copies will be supplied upon the bidder's agreement to pay the cost incurred by the Issuer for those additional copies.

The Issuer shall deliver at closing an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the Issuer and the Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of, or to pay for, the Bonds. All expenses for printing CUSIP numbers on the Bonds will be paid by the Issuer, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and paid for by the purchaser.

ADDITIONAL INFORMATION: Further information may be obtained from the undersigned at the address specified above or from Bendzinski & Co., Municipal Finance Advisors, One Kennedy Square, 719 Griswold, Suite 2130, Detroit, Michigan, 48226-3333, telephone (313) 961-8222, fax (313) 961-8220.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES: Envelopes containing the bids should be plainly marked "Proposal for the Washtenaw County - Northfield Township Sanitary Sewer System Improvements, 1998 Project Bonds."

_____, Chairman

Washtenaw County Board of Public Works

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APPENDIX C

**FORM OF DECLARATION
OF OFFICIAL INTENT**

I, the undersigned _____ of the County of Washtenaw, Michigan, do hereby certify as follows:

1. I am an officer of the County authorized to declare official intent of the County to reimburse expenditures made, prior to the issuance of debt, from the proceeds of said debt.

2. This Declaration relates to the following expenditures (the "Expenditures"):

Amount **General Purpose**

3. The Expenditures are with respect to property (the "Property") having:

(A) the following general character, type or purpose:

_____;

(B) the following size, quantity or cost: _____

_____ **; and**

(C) a reasonably expected economic life at least one (1) year.

4. I understand that a substantial deviation between the above description of the Property for which the Expenditures are being made and the actual Property which is acquired or constructed will invalidate this declaration of official intent with the result that any proceeds of tax-exempt debt which are used to reimburse for the Expenditures will not be deemed to have been expended upon such reimbursement.

5. The County intends to reimburse the Expenditures by incurring taxable or tax-exempt debt (the "Reimbursement Obligations").

6. The expected source of funds that will be used to pay the Expenditures is as follows:

7. The expected source of funds to be used to pay debt service on the Reimbursement Obligation is as follows: _____.

8. This declaration of intent is consistent with the budgetary and financial circumstances of the County as of the date hereof in that there are no funds which are now or are reasonably expected to be, (A) allocated on a long-term basis, (B) reserved, or (C) otherwise available pursuant to the County's budget, to pay the Expenditure.

9. The County does not have a pattern of failure to reimburse expenditures for which official intent has been declared in that at least seventy-five percent (75%) of all expenditures made after _____ 199_, for which the County has declared an intent to reimburse from the proceeds of taxable or tax-exempt debt have been, or are expected to be, so reimbursed.

10. I acknowledge that in the event that the County fails to use the proceeds of Reimbursement Obligations issued within three (3) years of the date hereof to reimburse expenditures and adversely affect the ability of the County to use the proceeds of tax-exempt obligations in the future to reimburse for expenditures made prior to the issuance of such obligations.

11. I further acknowledge that unless the Expenditures constitute preliminary expenditures (in the nature of architect services and soil testing but excluding land acquisition) for the Property not in excess of ten percent (10%) of the expected cost of the project of which the Property constitutes a part, the Expenditures will be paid within not in excess of two (2) years following the date hereof or, as an alternative, this declaration of intent will be renewed.

12. I further acknowledge that it is expected that the proceeds of Reimbursement Obligations will be used for reimbursement of each Expenditure not later than (A) the date that is one (1) year after the date on which such Expenditure is paid, or (B) the date that is one (1) year after the date on which the Property is placed in service.

13. I further acknowledge that I will assure that the allocation referenced in item 12 (A) will be evidenced by an entry on the records of the County maintained with respect to the Reimbursement Obligations, (B) will specifically identify the Expenditure being reimbursed, and (C) on the advice of the appropriate counsel will be sufficient to relieve the allocated proceeds of the Reimbursement Obligations covered by such entry from any restrictions under the relevant legal documents and applicable state law that apply only to unspent proceeds of Reimbursement Obligations.

14. I further acknowledge that I will assure that except as referenced in item 15 the proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures will not be used, directly or indirectly, (A) to pay debt service on an issue of tax-exempt obligations, (B) to create or increase the balance in a sinking fund established for the payment of debt service on the Reimbursement Obligations or another issue of tax-exempt obligations of the County or to replace funds that have been, are being, or will be so used for reserve or replacement fund purpose, or (C) to reimburse any expenditures or any payment with respect to financing of an expenditure that was originally paid with proceeds of any tax-exempt obligations of the County to any person or entity other than the County.

15. I understand that item 14 does not prohibit the use of those proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures for (A) deposit in a bona fide debt service fund (that is, a fund established to pay debt service on any tax-exempt obligation of the County, other than the Reimbursement Obligation, which is depleted annually except for a reasonable carry over amount not in excess of one (1) year's interest earnings on said fund or one-twelfth (1/12th) of annual debt service), (B) to pay current debt service coming due within the next succeeding one-year period on any tax-exempt obligation of the County, other than the Reimbursement Obligations, or (C) to reimburse for expenditures originally made from the proceeds of a tax-exempt obligation of the County which were not reasonably expected by the County, on the date of issue of such obligation, to be used for such expenditure.

IN WITNESS WHEREOF, the undersigned has executed this declaration of official intent this _____ day of _____, 1997.

