

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Charles R. Probst, and Ryan E. Olexo Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of May 21, 2003, were read, approved and signed.

EVENING MEETING AT COURTHOUSE

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Olexo, seconded by Mr. Thomas all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
Belmont Co. CSEA Administrative	Reimburse March Magistrate contract-General	3,310.68
Holiday Inn	Attend training/Magistrate-General	55.00
McGhee & Company	Supplies/Eastern Division Court-General	34.25
Paul B. Jefferis	Misc. attorney fees-General	795.30
Elan Financial Services	May travel expenses-General	23.90
Ryan E. Olexo, Commissioner	Reimburse mileage-General	50.40
American Electric Power	Service/Martins Ferry Bldg-General	576.86
Sherry Patterson	Reimburse mileage/Juvenile Court-General	183.60
Belmont Co. Child Support Agency	Reimburse for Magistrate/Juvenile Court-General	3,118.18
H-Walmart	Supplies-Litter Control	152.76
Sunoco, Inc.	Gasoline-Litter Control	14.08
K-Elan Financial Services	Visa-Engineer's MVGT	128.70
M-BHJD Placement Services	Group Home placements-Juvenile Court	2,480.00
Sherry Patterson	Reimburse expenses-Juvenile Court	73.78
J. Mark Costine, Judge	Reimburse conference expenses-Juvenile Court	2,124.27
AT&T	Long distance-Juvenile Court	105.47
N-Thoburn United Methodist Church	2 nd draw payment-Cap Prj Reserve Thoburn Church	100,000.00
O-Belmont National Bank	Interest/New Jail-Jail Construction Fund	34,488.75
Belmont National Bank	Interest/Park Health-Bond Retirement	83,105.00
Belmont National Bank	Interest/Human Services-Bond Retirement	13,537.50
Belmont National Bank	Interest/Jail Construction-Jail Construction Bond	61,205.00
P-American Electric Power	Misc. service/WW#1-Sanitary Sewer	176.99
Columbia Gas	Service-Oakview Administration Building	3,667.41
S-Comcast	May cable-Clerk of Courts Computer	82.99
Casnet/Comdoc Imaging	Filming for court-Juvenile Court Computer	65.30
D. Charlene Baker	Reimburse conference expenses-Eastern Court Gen Spec Projects	391.28
Ohio State University Ext. Office	Reimburse projector for Car teens-Juvenile Court	1,299.95
S-Belmont Senior Services	March 2003/10 th billing-In Home Care Levy	1,350.21
Belmont Senior Services	April 2003/7 th billing-In Home Care Levy	55,125.32
Belmont Senior Services	May 2003/3 rd billing-In Home Care Levy	2,511.45
T-Bank One Acct	CDBG Funds	14,791.00
Holiday Inn	Attend seminar-Victim Assistance	110.00
Y-Health Plan	June premium-Insurance	114,278.55
Health Assurance	June premium-Insurance	63,434.42
Health Assurance PPO	June premium-Insurance	154,211.89

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for May 28, 2003 as follow:

FUND	AMOUNT
GENERAL	\$20,484.79, \$2,024.23, \$7,855.43
GENERAL/CHEST CLINIC	\$1,536.36
GENERAL/BETHESDA BUILDING	\$468.22
GENERAL/SHERIFF'S	\$1,737.13, \$37.59, \$443.98, \$5,030.76
B-DOG KENNEL	\$394.84
H-COUNTY HOME	\$12,234.56
BCDJFS/PA	\$550.57
K-ENGINEER'S MVGT	\$11,110.71, \$339.20
M-JUVENILE COURT ENHANCEMENT GRANT	\$2,331.35
JUVENILE COURT C-CAP	\$568.82
JUVENILE COURT PLACEMENT	\$4,555.00
P-EASTERN SATELLITE	\$95.50
OAKVIEW ADMIN BUILDING	\$467.77
SANITARY SEWER DISTRICT	\$3,139.32, \$244.37, \$63,587.45
S-OAKVIEW JUVENILE REHAB DISTRICT	\$1,594.03
CERTIFICATE OF TITLE ADMIN	\$297.71
SHERIFF'S COMMISSARY	\$128.03, \$354.22

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN
FUND FOR THE BELMONT COUNTY GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfer of funds for the General Fund:

FROM	TO	AMOUNT
A101-A12 Computer	A206-A03 Housing of Prisoners	\$5,850.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE SPECIAL EMERGENCY PLANNING
LEPC FUND P90**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within the Special Emergency Planning LEPC Fund P90.

FROM	TO	AMOUNT
P090-P07 Salaries	P090-P08 PERS	\$57.07

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN THE GENERAL FUND FOR MAGISTRATE
COMMON PLEAS COURT**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within the General Fund for the Magistrate Common Pleas Court.

FROM	TO	AMOUNT
A002-B25 Salaries/Employees	A002-B28 PERS	\$1,384.57

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE OAKVIEW JUVENILE REHABILITATION
DISTRICT FUND S30**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the following transfer within fund for the Oakview Juvenile Rehab District S30 Fund.

FROM	TO	AMOUNT
S030-S01 Salaries	S030-S16 PERS	\$7,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE PROSECUTOR'S
EXPENSES DRETAC FUND W81**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within the Prosecutor's Expenses DRETAC Fund W81.

FROM	TO	AMOUNT
W081-P06 Workers Compensation	W081-P08 Medicare	\$200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF JUVENILE COURT PAYROLL
2003 CHARGEBACK TO GENERAL FUND/1ST QUARTER/
JANUARY, FEBRUARY AND MARCH**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer of funds for the Juvenile Court Payroll 2003 Chargeback to the General Fund for the 1st Quarter, January, February and March.

**Juvenile Court Payroll 2003/Chargeback to General Fund
1st QUARTER January, February and March**

GRANT FUND		-----	GENERAL FUND	
M55 CCAP			Chargeback to:	
M055-M09	Salaries	14,591.92	A002-C31 Salaries	14,591.92
M055-M10	Hospitalization	1,717.32	Y091-Y01 Hospitalization	1,717.32
M055-M10	Hosp/ Prescription	224.40	A014-A13 Hosp/ Prescription	224.40
M055-M10	Hosp/ Dental	33.27	A014-A12 Hosp/ Dental	33.27
M055-M10	Hosp/Vision	90.00	A014-A11 Hosp/Vision	90.00
M055-M10	Hosp/ Waived	0.00	Y091-Y03 Hosp/ Waived	0.00
M055-M10	Hosp/ Med life	10.20	Y091-Y05 Hosp/ Med life	10.20
M055-M11	Medicare	211.58	Y091-Y02 Medicare	211.58
M055-M12	PERS	1,977.18	A102-C36 PERS	1,977.18
Total this fund		18,855.87		18,855.85
GRANT FUND			GENERAL FUND	
M60 Care/ Custody C-Cap			Chargeback to:	
M060-M25	Salaries	16,212.91	A002-C31 Salaries	16,212.91

M060-M29	Hospitalization	3,921.96
M060-M29	Hosp/ Prescription	533.28
M060-M29	Hosp/ Dental	81.00
M060-M29	Hosp/Vision	213.00
M060-M29	Hosp/ Waived	0.00
M060-M29	Hosp/ Med life	30.60
M060-M27	Medicare	235.09
M060-M26	PERS	2,196.82
Total this fund		23,424.66

GRANT FUND

M60 Care/ Custody Rest

M060-M60	Salaries	5,924.73
M060-M64	Hospitalization	686.79
M060-M64	Hosp/ Prescription	84.48
M060-M64	Hosp/ Dental	14.46
M060-M64	Hosp/Vision	33.00
M060-M64	Hosp/ Waived	0.00
M060-M64	Hosp/ Med life	10.20
M060-M63	Medicare	85.91
M060-M61	PERS	802.79
Total this fund		7,642.36

GRANT FUND

M060 Care and Custody Drug Court

M060-M71	Salaries	779.66
	Hospitalization	
	Hosp/ Prescription	
	Hosp/ Dental	
	Hosp/Vision	
	Hosp/ Waived	
	Hosp/ Med life	
M060-M73	Medicare	11.31
M060-M72	PERS	105.64
Total this fund		790.97

GRANT FUND

M64 Placement

M064-M01	Salaries	7,700.73
M064-M10	Hospitalization	660.33
M064-M10	Hosp/ Prescription	84.48
M064-M10	Hosp/ Dental	33.27
M064-M10	Hosp/Vision	90.00
M064-M10	Hosp/ Waived	0.00
M064-M10	Hosp/ Med life	10.20
M064-M04	Medicare	111.66
M064-M02	PERS	1,043.44
Total this fund		9,734.11

Upon roll call the vote was as follows:

Y091-Y01	Hospitalization	3,921.96
A014-A13	Hosp/ Prescription	533.28
A014-A12	Hosp/ Dental	81.00
A014-A11	Hosp/Vision	213.00
Y091-Y03	Hosp/ Waived	0.00
Y091-Y05	Hosp/ Med life	30.60
Y091-Y02	Medicare	235.09
A102-C36	PERS	2,196.82
		23,424.66

GENERAL FUND

Chargeback to:

A002-C31	Salaries	5,924.73
Y091-Y01	Hospitalization	686.79
A014-A13	Hosp/ Prescription	84.48
A014-A12	Hosp/ Dental	14.46
A014-A11	Hosp/Vision	33.00
Y091-Y03	Hosp/ Waived	0.00
Y091-Y05	Hosp/ Med life	10.20
Y091-Y02	Medicare	85.91
A102-C36	PERS	802.79
		7,642.36

GENERAL FUND

Chargeback to:

A002-C31	Salaries	779.66
Y091-Y01	Hospitalization	
A014-A13	Hosp/ Prescription	
A014-A12	Hosp/ Dental	
A014-A11	Hosp/Vision	
Y091-Y03	Hosp/ Waived	
Y091-Y05	Hosp/ Med life	
Y091-Y02	Medicare	11.31
A102-C36	PERS	105.64
		790.97

GENERAL FUND

Chargeback to:

A002-C31	Salaries	7,700.73
Y091-Y01	Hospitalization	660.33
A014-A13	Hosp/ Prescription	84.48
A014-A12	Hosp/ Dental	33.27
A014-A11	Hosp/Vision	90.00
Y091-Y03	Hosp/ Waived	0.00
Y091-Y05	Hosp/ Med life	10.20
Y091-Y02	Medicare	111.66
A102-C36	PERS	1,043.44
		9,734.11

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

IN THE MATTER OF TRANSFERS

WITHIN FUND FOR THE VARIOUS JUVENILE COURT FUNDS

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the various Juvenile Court Funds to cover the 1st Quarter Chargebacks to the County.

FROM	TO	AMOUNT
CARE & CUSTODY C-CAP		
M060-M29 Insurances	M060-M26 PERS	\$1,098.41
M060-M25 Salaries	M060-M26 PERS	1,098.41
M060-M29 Insurances	M060-M28 Workers Comp	137.21
M060-M60 Salaries	M060-M61 PERS	802.79
M060-M60 Salaries	M060-M63 Medicare	.10
M060-M71 Salaries	M060-M72 PERS	105.64
PLACEMENT		
M064-M01 Salaries	M064-M02 PERS	521.72
M064-M10 Insurances	M064-M02 PERS	521.72
C-CAP		
M055-M16 Victims of Crime	M055-M12 PERS	1,300.00
M055-M11 Medicare	M055-M12 PERS	677.18

Upon roll call the vote was as follows:

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

IN THE MATTER OF MONTHLY TRANSFER OF FUNDS FOR BELMONT COUNTY SANITARY SEWER

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following monthly transfer of funds dated for the month of May 2003 for the Belmont County Sanitary Sewer Department.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	26.77
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	2770.74

P003-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	0.00
P003-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	544.11
P003-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	.00
P003-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	47645.69
P003-P27	ADV & PRINTING	Y090-Y04	ADV & PRINTING	0.00
P003-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	49.40
P003-P29	PERS	Y090-Y12	PERS	1772.20
P003-P30	WORKERS' COMP	Y090-Y13	WORKERS' COMP	1611.04
P003-P31	OTHER EXPENSES	Y090-Y14	OTHER EXPENSES	19014.75
P003-P32	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	0.00
P003-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				73434.70
P005-P18	SUPPLIES	Y090-Y02	SUPPLIES	51.00
P005-P19	EQUIPMENT	Y090-Y03	EQUIPMENT	582.24
P005-P21	MATERIALS	Y090-Y05	MATERIALS	20866.45
P005-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	0.00
P005-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	33523.10
P005-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	0.00
P005-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	861.77
P005-P27	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P005-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	93.26
P005-P29	PERS	Y090-Y12	PERS	5339.56
P005-P30	WORKERS' COMP	Y090-Y13	WORKERS'COMP	4805.55
P005-P31	OTHER EXP.	Y090-Y14	OTHER EXP.	69760.31
P005-P34	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	0.00
P005-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				135883.24
P051-P02	SUPPLIES	Y090-Y02	SUPPLIES	11.29
P051-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	3357.85
P051-P05	MATERIALS	Y090-Y05	MATERIALS	1016.58
P051-P06	CONTRACT REP.	Y090-Y06	CONTRACT REP.	0.00
P051-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	275.19
P051-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P051-P09	SEWAGE DIS.	Y090-Y08	SEWAGE DIS.	16150.71
P051-P11	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P051-P12	TRAVEL & EXP	Y090-Y11	TRAVEL & EXP	21.10
P051-P13	PERS	Y090-Y12	PERS	608.56
P051-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	457.66
P051-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	8794.48
P051-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P051-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				30693.42
P053-P02	SUPPLIES	Y090-Y02	SUPPLIES	6.07
P053-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	203.97
P053-P05	MATERIALS	Y090-Y05	MATERIALS	1552.78
P053-P06	CONTRACT REP.	Y090-Y06	CONTRACT REPAIRS	675.00
P053-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	4062.81
P053-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P053-P09	SEWAGE DIS.	Y090-Y09	SEWAGE DIS.	21664.12
P053-P11	ADVER.&PRINTING	Y090-Y10	ADVER.&PRINTING	0.00
P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP	10.98
P053-P13	PERS	Y090-Y12	PERS	1845.20
P053-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	1594.15
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	13712.41
P053-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P053-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				45327.49
P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P055-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	538.20
P055-P05	MATERIALS	Y090-Y05	MATERIALS	38.20
P055-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	0.00
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	751.54
P055-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P055-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	3.46
P055-P13	PERS	Y090-Y12	PERS	189.47
P055-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	134.52
P055-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	1321.15
P055-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				2976.54
P056-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P056-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	0.00
P056-P09	SEWAGE DISP.	Y190-Y08	SEWAGE DISP.	0.00
P056-P13	PERS	Y090-Y12	PERS	29.85
P056-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	25.37
P056-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	1327.17
P056-P16	TRANSFERS OUT	Y090-Y14	TRANSFERS OUT	0.00
P056-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				1382.39

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF CASH ADVANCE
OF FUNDS FOR THE JUVENILE COURT M60 CARE AND CUSTODY FUND
FROM THE BELMONT COUNTY GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following REPAYMENT OF CASH ADVANCE of funds between the Belmont County General Fund and the Belmont County Juvenile Court M60 Care and Custody Fund:

FROM	TO	AMOUNT
M060-M52 Advances Out	A047-A01 Advances In	\$59,747.50

FUNDS ADVANCED AUGUST 14, 2002 THAT WERE TO BE PAID BACK IN FULL WHEN DYS RELEASED GRANT FUNDS TO THE JUVENILE COURT.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUESTING
CERTIFICATION OF MONIES**

Motion made by Mr. Probst, seconded by Mr. Thomas to request certification of monies for the various funds by the Budget Commission as follows:

GENERAL FUND: \$5000.00-Reimbursement from Sheriff's Department Commissary fund-share towards cost of prisoner transport van-paid in May 27, 2003.

\$11,264.91 Paid in May 28, 2003-A145-A54 FEMA FY 2002 Supplemental Planning Grant/EMA

CDBG FUND: \$40,000.00 paid into T011-T01 on May 27, 2003-Grant #B-F-02-007-1, Drawdown #283

P89 DOMESTIC PREPAREDNESS EQUIPMENT GRANT/EMA: \$3,141.03 paid in May 27, 2003 to P089-P05

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Probst, seconded by Mr. Olexo granting permission for County employees to travel as follows:

AUDITOR'S OFFICE: Joseph A. Pappano, Judy Jenewein and Andrew Sutak to travel to Painesville, OH on June 9-12, 2003 for the County Auditor's Association of Ohio 2003 Summer Conference.

ENGINEER'S OFFICE: Mike Wahl, Deputy Engineer and Steven Clark, Sign Worker to travel to Columbus, Ohio on July 9-10, 2003 to attend CEOA's Conference and Trade Show.

COMMISSIONERS OFFICE: Commissioners, Clerk and Assistant Clerk to travel to Dayton, Ohio on June 1-3, 2003 to attend the CCAO/CEAO Summer Conference.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Thomas, seconded by Mr. Olexo to execute payment of Then and Now Certification dated May 21, 2003 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM

Mr. Louie Johnson, resident of the County, asked if the board had gotten an answer to his question on the County debt limit. Commissioner Olexo said, "I wasn't posed with that question. We got all the information about the bonded indebtedness. I am sorry Lou, if you asked that I must have missed it. You specifically want to know what the County's debt limit is?" Mr. Johnson stated yes. Mr. Johnson then asked about the status of the water situation in Lafferty. Commissioner Probst explained, "They were having trouble with a pressure regulator, some dirt got down into that regulator and kept it open far more than it should have. That was the problem for that one area in Lafferty." Commissioner Probst continued by stating he had been in contact with Mark Esposito, Director, Belmont County Sanitary Sewer District, and was informed the problem was limited to one area in Lafferty, and that the pressure had gotten so high it had blown some lines. They traced it back to the regulator. Commissioner Probst suggested Mr. Johnson contact Mr. Esposito with any further questions pertaining to the specifics of that problem.

UNDER DISCUSSION

BELMONT COUNTY JAIL RECEIVES 100% COMPLIANCE

Commissioner Thomas stated, "For the record, on May the 8th the Belmont County Jail was given its annual Minimum Jail Standard Inspection. Under the law there are twenty-nine standards that are to be met, which are promulgated by the Bureau of Adult Detention through the Ohio Department of Rehabilitation and Correction, from the State of Ohio. I believe for at least the second year in a row, if not the third year, and maybe more, the Belmont County Jail received full compliance, no issues as far as anything it needs to do to comply with these standards. I would like to thank and congratulate Sheriff McCort, his staff and Jail Administrator Allen Porter, and all of the employees of the Belmont County Sheriff Department who work there day to day. It is impressive to say the least. I wanted to pass that on."

**IN THE MATTER OF APPROVING
MINUTES OF BOARD OF COMMISSIONERS MEETINGS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the minutes of the Belmont County Commissioners Special Meeting of May 20, 2003 and the regular meeting of May 21, 2003.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND
SIGNING ALL CLOSING DOCUMENTS RE:
1.5%-\$1,000,000 WATER SUPPLY IMPROVEMENTS BOND
ANTICIPATION NOTES/SANITARY SEWER DISTRICT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve and sign all the closing documents relative to the issuance of the 1.5% - \$1,000,000.00 Water Supply Improvements Bond Anticipation Notes, Third Series of the County of Belmont County, Ohio dated May 28, 2003 and maturing March 17, 2004.

May 28, 2003

County of Belmont, Ohio

Board of County Commissioners

101 West Main Street

St. Clairsville, Ohio 43950

Re: 1.50% - \$1,000,000 Water Supply Improvements Bond Anticipation Notes, Third Series of the County of Belmont, Ohio dated May 28, 2003, maturing March 17, 2004

We are writing this Letter of Instructions Regarding Use of Proceeds and Arbitrage Compliance (the "Letter") in connection with the issuance of the above-referenced obligations (the "Obligations"), which were issued by County of Belmont, Ohio (the "Issuer") pursuant to legislation, dated May 14, 2003, (the "Authorizing Legislation"), to finance the cost of acquiring and constructing water supply and water works improvements in Belmont County Sanitary Sewer District No. 3 (the "Project"), as further described in the Authorizing Legislation.

In the Authorizing Legislation, the Issuer covenanted not to take any actions that would cause the interest on the Obligations to become includable in gross income for federal income tax purposes. Therefore, the Issuer must not use the Proceeds of the Obligations or any property financed with such Proceeds if such Use would violate the restrictions of the Internal Revenue Code of 1986, as amended (the "Code"). The Issuer must also require that the Trustee comply with such requirements with respect to any Gross Proceeds (as hereinafter defined) of the Obligations of which the Trustee has custody or otherwise supervises.

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

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

1. Use of the Proceeds.

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

(b) **Expenditures for the Project.** The Issuer must expect to incur, within six months after the Closing Date of the Obligations, a substantial binding commitment to an Unrelated Person to expend at least five percent (5%) of the Net Sale Proceeds of the Obligations and acquisition of the Project must commence within a reasonable period of time after such Closing Date. The Issuer must expect that (i) it will expend at least eighty-five percent (85%) of the Net Sale Proceeds of the Obligations within three (3) years after the Closing Date, (ii) the acquisition of the Project will proceed with due diligence to completion, and (iii) the Proceeds of the Obligations will be spent with due diligence. For this purpose, a Reimbursement Allocation may be treated as an expenditure. The total amount of Sale Proceeds of the Obligations, together with Investment Proceeds of the Obligations, must not exceed the amount necessary for the Project, including, to the extent permitted, issuance expenses and interest during construction.

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

(d) **Service Contracts.**

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

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

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

(I) **Fixed Fee.**

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

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

(c) **50% Fixed.** At least fifty percent (50%) of the consideration for services is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract should not exceed five (5) years and the contract includes a Cancellation Right at the end of the third year of the Service Contract;

(II) **Capitation Fee.** More than fifty percent (50%) of the consideration for services is based on a Capitation Fee and any remaining consideration is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract should not exceed five (5) years and the contract includes a Cancellation Right at the end of the third year of the Service Contract;

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

(IV) **Percentage Fee.** All the consideration for services is a percentage of fees charged or costs incurred (but not both) or is a combination of a percentage of fees charged or costs incurred and Per-Unit Fees; provided, however, that the term (including Renewal Options) of such Service Contract should not exceed two (2) years and the contract includes a Cancellation Right at the end of the first year of the Service Contract; and

provided, further, that such Service Contract is one under which the Service Provider primarily provides services to third parties, or the Service Contract is one that involves a facility during an initial startup period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues and expenses, during which time, the consideration may be based on a percentage of gross revenues, adjusted gross revenues or costs;

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

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

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

(e) Changes in Use or User of Project.

(i) Use of the Project. The Issuer must expect that it will use the Project for the entire stated term of the Obligations, unless the Obligations are subject to a Mandatory Redemption Provision.

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

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

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

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

2. Investment of the Proceeds.

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

(b) Separate Investments. The Issuer should invest the Proceeds of the Obligations separately from any other of its investments.

(c) Acquisition of Investments.

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

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

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

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

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

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

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

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

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

(B) Bid Specifications. The bid specifications include all material terms, including the reasonably expected draw-down schedule for the funds being invested, exclusive of amounts in any Bona Fide Debt Service Funds, and all terms are commercially reasonable, with a legitimate business purpose other than to increase the Purchase Price or reduce the Yield;

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

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

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

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

(G) Bidding Fee. The amount of the fee charged by the bidding agent for the GIC that will be treated as a Qualified Administrative Fee in determining the Yield on the GIC is limited to the lesser of (I) a reasonable amount, as described in Treas. Reg. § 1.148-5(e)(2)(i), issued under the Code, or (II) the present value of annual payments equal to one-half of one percent (0.5%) of the GIC Computational Base. For purposes of determining present value, the taxable discount rate used by the parties to compute the commission shall be used, or if not readily ascertainable, the yield on the GIC or another reasonable taxable discount rate shall be used; and

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

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

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

(B) Other Purchases. The purchase complies with the following:

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

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

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

(b) Seller Payments. Includes any payments made by the seller of the Treasuries to the Issuer; and
(c) Comparison to SLGS. Is not greater than the cost of the most efficient portfolio comprised of SLGS determined at the time of the bid submission, unless SLGS are not then available; and
(III) Bidding Fee. The amount of the fee charged by the bidding agent that will be treated as a Qualified Administrative Fee in determining the Yield on Treasuries not purchased directly from the United States Treasury is limited to the lesser of \$10,000 or one-tenth of one percent (0.1%) of the Yield-Restricted Investment Computational Base.

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

(a) Collection of Records. Immediately after the Computation Date for the Obligations, the Issuer must assemble copies of records concerning investments of Gross Proceeds of the Obligations, including any amounts held by any provider of a letter of credit or guarantor under a reimbursement or other similar agreement, and provide all such information to the Rebate Analyst within thirty (30) days after the Computation Date for the Obligations, so that the Rebate Analyst can track all investments of the Gross Proceeds of the Obligations during the Computation Period for the Obligations.

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

(c) Arbitrage Compliance Payments. No later than sixty (60) days after the Computation Date for the Obligations, the Issuer must remit an amount equal to the Arbitrage Compliance Payment for the Obligations to the United States Treasury at the office of the Internal Revenue Service prescribed by the Treasury Regulations or by the Commissioner of the Internal Revenue Service. The remittance must be accompanied by any form or forms required to be submitted with such a remittance, which may include (i) a statement summarizing the computation of the amount required to be paid as described in this Section and (ii) Internal Revenue Service Form 8038-T or such other forms as may be required.

4. Records.

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

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

(c) Investments.

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

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

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

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

5. Security.

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

(b) No Federal Guarantee. The Gross Proceeds of the Obligations may not be invested in any Investment Property that is Federally-Guaranteed and no portion of the Debt Service on the Obligations is Federally-Guaranteed, either directly or indirectly.

(c) No Reserve Funds. There may not be any reserve funds or any other amounts pledged to or held as security for the Obligations.

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

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

Very truly yours,

PECK, SHAFFER & WILLIAMS LLP

Per

Matthew L. Sagone, Esq.

Received and acknowledged:

COUNTY OF BELMONT, OHIO

By: Darlene Pempek /s/

Title: Clerk

Date: May 28, 2003

By: Joseph Pappano /s/

Title: County Auditor

Date: May 28, 2003

By: Joseph Gaudio /s/

Title: County Treasurer

Date: May 28, 2003

SIGNATURE AND NO-LITIGATION CERTIFICATE

STATE OF OHIO

COUNTY OF BELMONT, ss:

We, the undersigned, the duly elected, qualified and acting officers of the County of Belmont (the "Issuer") in the state and county aforesaid, as indicated by the titles opposite our respective signatures appearing below, do hereby certify that we did officially execute (with our manual or facsimile signatures) the \$1,000,000 Water Supply Improvements Bond Anticipation Notes, Third Series (the "Obligations") delivered herewith, dated May 28, 2003, of the denomination of \$1,000,000, numbered from R-1 upward, bearing interest at the rate of one and fifty hundredths per cent (1.50%) per annum, payable at maturity, and maturing March 17, 2004, that any seal or facsimile thereof appearing on the Obligations is genuine; and that we are at this time and were on the date of the Obligations the duly elected, or appointed, qualified and acting officers having authority to execute the Obligations.

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

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

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

Done and delivered at Cincinnati, Ohio, this 28th day of May, 2003.

<u>Signatures</u>	<u>Titles</u>
<u>Ryan E. Olexo /s/</u> _____	County Commissioner
_____	County Commissioner
<u>Mark A. Thomas /s/</u> _____	County Commissioner
<u>Joseph A. Pappano /s/</u> _____	County Auditor

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

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

CLOSING CERTIFICATE

Seasongood & Mayer, LLC

Cincinnati, Ohio

Peck, Shaffer & Williams LLP

Columbus, Ohio

Re: \$1,000,000 – 1.50% Water Supply Improvements Bond Anticipation Notes, Third Series of the County of Belmont, Ohio, dated May 28, 2003, maturing March 17, 2004

The undersigned, members of the Board of County Commissioners and the County Auditor of the County of Belmont, Ohio (the "County"), hereby certify in connection with the delivery of the above-captioned notes (the "Obligations") of said County that (i) the preliminary Official Statement, and the final Official Statement dated May 14, 2003, with respect to the Obligations did not and do not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) the information contained in the said preliminary official statement is deemed final within the meaning of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, except for certain information which has been omitted in accordance with aid rule and which has been provided in the said final official statement; (iii) the information contained in the said final official statement is deemed final within the meaning of Rule 15c2-12(b)(3) under the Securities Exchange Act of 1934; (iv) there has been no material adverse change in the condition of said County from that set forth in or contemplated by the said preliminary and final Official Statements; and (v) there does not exist any action, suit, proceeding or investigation pending, or, to the best of our knowledge, threatened against the County which if adversely determined could materially adversely affect the financial position of the County and the transactions contemplated by said preliminary and final Official Statements.

This 28th day of May, 2003.

COUNTY OF BELMONT, OHIO

By Ryan E. Olexo /s/

County Commissioner

By _____

County Commissioner

By Mark A. Thomas /s/

County Commissioner

By Joseph A. Pappano /s/

County Auditor

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the "Certificate") is executed and delivered as of the 28th day of May, 2003 by the County of Belmont, Ohio (the "Issuer") in connection with the issuance of \$1,000,000 Water Supply Improvements Bond Anticipation Notes, Third Series of the Issuer dated May 28, 2003, maturing March 17, 2004 (the "Notes"). The Notes are being issued pursuant to a resolution adopted by the board of county commissioners of the Issuer on May 14, 2003 (the "Authorizing Legislation"). The Issuer certifies, covenants and agrees as follows:

Section 1. Purpose of the Certificate.

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

Section 2. Definitions; Scope of this Certificate.

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

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

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

"*MSRB*" shall mean the Municipal Securities Rulemaking Board.

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

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

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

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

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

"*Offering Document*" shall mean the final Official Statement of the Notes, dated May 14, 2003.

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

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

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

"*SEC*" shall mean the Securities and Exchange Commission.

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

"*State*" shall mean the State of Ohio.

Section 3. Disclosure of Information.

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

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

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

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

(B) Information Provided to Public.

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

(C) Means of Making Information Public.

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

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

transmit information to the MSRB by whatever means are mutually acceptable to the Disclosure Agent or the Issuer, as applicable, and the MSRB; and/or

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

(2) Information shall be transmitted to the following:

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

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

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

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

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

Section 4. Amendment or Modification.

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

Section 5. Miscellaneous.

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

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

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

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

Section 6. Additional Disclosure Obligations.

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

Section 7. Notices.

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

To the Issuer: County of Belmont, Ohio
Main Street, Courthouse
St. Clairsville, Ohio 43950-1225
Attention: County Auditor
Telephone: 740/695-2130/Fax: 740/699-2156

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

COUNTY OF BELMONT, OHIO, Issuer

By: Ryan E. Olexo /s/
County Commissioner

By: _____
County Commissioner

By: Mark A. Thomas /s/
County Commissioner

By: Joseph A. Pappano /s/
County Auditor

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING

BID FOR APPLYING LIQUID BITUMINOUS MATERIAL-PROJECT 03-2/ENGINEER'S

Motion made by Mr. Olexo, seconded by Mr. Probst to award the bid for the Belmont County Engineer Project: Applying Liquid Bituminous Material, Project 03-2 to Lash Excavating & Paving in the amount of \$194,196.00

This project provides for furnishing and application of Bituminous Liquid Asphalt Materials for dust control on various county highways.

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING

FOR CONTRACT 2003-1C ELEVATED STORAGE TANK

BID OPENING

This being the day and 7:00 P.M. being the hour that bids were to be on file in the Commissioners' Office for Contract 2003-1C Elevated Storage Tank for the Belmont County Sanitary Sewer District, they proceeded to open the following bids:

BID BOND		
Advance Tank & Construction Plainfield, Illinois	X	1,191,200.00
Caldwell Tanks, Inc. Louisville, KY	X	1,222,880.00
Chicago Bridge & Iron Siewickly, PA	X	\$1,165,000.00

Motion made by Mr. Thomas, seconded by Mr. Probst to turn all bids received for the Belmont County Sanitary Sewer Waterline Extension Project Contracts 2003-1C Water Storage Tank over to Mr. Keith Bennett, Project Engineer, Hammontree and Associates, and Mr. David Grum, Project Consultant for review and recommendation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING

CHANGE ORDER #1 FOR THE COUNTY ROAD 4, 30 & 82

GUARDRAIL PROJECT 02-4/ENGINEER'S

Motion made by Mr. Olexo, seconded by Mr. Probst to approve Change Order No. 1 for the County Road 4, 30 & 82 Guardrail Project 02-4 for Green Acres Contracting Co. Inc. in the amount of \$19.75.

Upon roll call the vote was as follows:

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

GEOGRAPHIC INFORMATION SYSTEM UPDATE

Mr. Don Pickenpaugh, Director, Belmont County GIS Director, stated, "We are doing a survey modification this week as part of the Nationwide co-operative. This is from a point in Bellaire and Lloydsville and will be in effect in 2005. We continue to work on house numbering with Cliff (Sligar, Director, Belmont County 9-1-1) and we are about twenty-five percent complete with the rural areas. Also, we are working on precinct maps with the Board of Election."

IN THE MATTER OF ADJOURNING

COMMISSIONER'S MEETING AT 7:10 P.M.

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the meeting at 7:10 P.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of June A.D., 2003.

COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. and Darlene Pempek, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

PRESIDENT

CLERK