Wednesday, March 22, 2023
9:00 A.M.

The Harrison County Courthouse will be opened with limited seating at the County Commission meeting. However, you may join and listen via Zoom Conference Call by the following steps. Public participation will be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting
****
https://us02web.zoom.us/j/7628160712
Dial: 1-646-568-7788
Meeting ID: 762 816 0712
Passcode: 270967

Appointments:

9:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance
9:05 A.M. --- American Red Cross --- Special Funding Request --- Jason Keeling
9:10 A.M. --- Proclamation – American Red Cross – Jason Keeling
9:20 A.M. --- Hearing Delinquent or Unprogressed Estates Closing
9:25 A.M. --- Update Nuisance Complaint --- Raymond Cain Jr. & Donna Cain --- East view
9:30 A.M. --- Public Hearing --- Nuisance Complaint --- Danny & Traci Swiger --- Wallace
9:35 A.M. --- WVU Foundation --- Special Funding Request --- Lou Ortenzio
9:40 A.M. --- Harrison County WV Historical Society --- Special Funding Request --- James Crim

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A. Gerald Riffle II --- Magistrate Court Clerk Take off books --- Effective 03-10-2023 hasn't been Active since February 2022**
4. **Minutes and /or Amended Minutes of Previous Meeting: (NONE)**
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A. Short Line PSD – Notice of Requisition #01 (final) for Engineering Services (included in payables)**
   - **B. Town of Lost Creek – Notice of Requisition #01 (final) for Engineering Services (included in payables)**
   - **C. Lake Floyd PSD – Notice of Requisition #03 for partial payment for audits pertaining to this project**

6. Exonerations --- Corrective Tickets --- Joint Property Application
   A. Exhibit A -- Exonerations
7. Consideration of Approval of a Project Fund Requisition for the payment of costs associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2 – North Land Bay Improvements:
   A. Requisition for Payment No. (03/22/2023) --- Jackson Kelley --- $ 1,357.00
8. Review – Discuss - Consider GSA Update --- (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters Involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest of The County
9. Consideration of Approval of Project Fund Requisitions for the payment of costs associated with the General Services Administration Building Project to be financed from proceeds of the Series 2020 Bonds issued for the Harrison County Building Commission: (NONE)
10. Consideration of Approval of Project Fund Requisitions for the Payment of Costs Associated with the Project Fund Agreement for Payment of Cost Associated with the Master Equipment Lease for Cruisers, 08-10-2022, between Harrison County Commission and Country Roads Leasing, LLC: (NONE)
11. Review – Discuss – Consider Greater Harrison Public Service District Proposal to increase Water Rates and Charges
12. Review – Discuss – Consider Letter to Alcohol Beverage Control Administration – Almost Heaven Desserts – Patti Simon
13. Review - Discuss – Consider Resolution and Order for Wolfe Summit Energy – (Potential Executive session pursuant to attorney/client privilege and to 6-9A-4(b)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision
14. Review – Discuss – Consider adoption of a Resolution which would approve the engagement of MuniCap, Inc. to provide consulting services for the amendment and restatement of Series 2021B TIF Bonds issued for the White Oaks project with the cost thereof to be paid by High Tech Corridor Development LLC
15. Review - Discuss - Consider A Resolution Authorizing the acceptance of funds from the West Virginia Department of Agriculture for the WV Spay/Neuter assistance program
16. Review – Discuss – Consider conveying property described in DB 1475, PG 585 to the Town of Lost Creek
18. Review – Discuss – Consider Setting a time limit of three minutes for public comment

19. Review – Discuss – Consider Request to Travel – Consuela Jones, Corey Hagan, Matthew Gump, and Rebecca Vance – 911 – APCO Active Shooter Incidents for Public Safety Communications – 4-24-2023 and 4-25-2023 – Raleigh County 911 – Beaver, WV
20. Review – Discuss – Consider Request to Travel – Jacob Hyre, Julia Pierce, Jade Hitt, and Bryce Delgado – 911 – APCO Active Shooter Incidents for Public Safety Communication – 4-25-2023 and 4-26-2023 Raleigh County 911 – Beaver, WV
21. Review – Discuss – Consider Request to Travel – Travis Miller and Justin Norman – 911 – 03-20-2023 thru 03-23-2023 – Incident Tactical Dispatch Training – Sutton, WV
22. Review – Discuss – Consider adding the position of a Part – Time Support Staff for the Prosecutors Office
23. Review – Discuss – Consider First Reading of an Ordinance of the County Commission of Harrison County, West Virginia, Adopting the 2018 International Property Maintenance Code ("IPMC"), Thereby Replacing, Amending, Updating and Superceding all Prior Ordinances as to the IPMC
    Exhibit A – Current Ordinance
    Exhibit B – Proposed Ordinance
24. Review – Discuss – Consider Letter from DP Southbound Coal Co., LLC 2376 Laneville Rd., Dry Fork, WV regarding permit No. S-2014 – 12 for a Phase 2 and 3 release on permit
25. Review – Discuss – Consider dissolving of the Harrison County Parks and Recreation Commission
26. Review – Discuss – Consider Harrison County Development Authority
27. Review – Discuss – Consider Thrasher being Engineer of record for the Rail Trail and the Agreement
28. Review – Discuss – Consider acquisition of approximately 55.04 acres, more or less, related to the Harrison County Rail Trail System – (Potential executive session pursuant to attorney/client privilege and to 6-9A-4(B)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision.
    A. Acquisition
    B. Going out to bid for environmental studies or other options
29. Administrator's Report
30. Commissioner Comments – Questions

CONSENT AGENDA - (NOTE: Items May Require Discussion, Review and/or Action)

A. Weekly Fiduciary Report from the County Clerk

1. **03-01-2023 thru 03-07-2023**
2. **03 – 08-2023 thru 03-14-2023**

B. Monthly Fiduciary Commission Settlements: (NONE)

C. Monthly Minutes/Financial Information from Various Boards, Committees and Public Service:

1. **Sun Valley PSD – Regular Meeting Agenda – 03-14-2023**
2. **Enlarged Hepzibah PSD – Meeting Agenda – 03-13-2023**
3. **Charles Pointe Community Enhancement District Board – Special Meeting –03-10-2023**
4. **Sun Valley PSD – Regular Meeting Minutes – 03-15-2023**
5. **Sun Valley PSD – Vendor Invoice Report – 2-28-2023**

TABLED ITEMS - - Items May Require Discussion and /or Approval

T-1. Election Workers Pay Raises (05-18-2022)

T-2. Changes to Employee Handbook Made by County Attorney (06-08-2022).

T-3. Shinnston North Bend Rail Trail Connector --- Task Order #2 (11-30-2022)

T-4. HCC Agreements with Harrison County Parks & Rec Commission (12-14-2022)

T-5. Estate of Stephanie Ann Layfield, Deceased (02-08-2023)

T-6. The Harrison County Commission giving the Development Corporation the Property formally known as the Farms at Maple Lake LLC (02-22-2023)

9:05 A.M

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application and return it to the Harison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: wparker@harrisoncountywv.com ; Question: 304-624-8500
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: March 15, 2023

Organization Name: American Red Cross

Name and Title of Requester: Jason Keeling, Executive Director, Allegheny Highlands Chapter

Mailing Address of Organization and Responsible Person:
1299 Pineview Drive, Suite 300, Morgantown, WV 26505
If approved, this is where the check will be sent

Telephone: 681.209.5632 Fax: N/A E-mail: jason.keeling2@redcross.org

FEIN# 53-0196605 Is your organization an IRS 501(c) 3 not-for-profit? (•) Y ( ) N
If yes, attach IRS Status Letter
If no, please explain:

TOTAL Cost of Project/Activity: $ 140,400

Dollar Amount REQUESTED - Grant: $ 3,900 Loan: $

Was project funded previously by HCC? Y ( ) N (•) If so, when ; how much: $

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: FY22 ; how much: $ $2,000
When: FY21 ; how much: $ 2,000
When: FY20 ; how much: $ 2,500

Purpose of request (one sentence): Blood Drive Funding

If for a fair/festival/event, give dates and location: Date: May 10, 2023 Location: Benedum Civic Center

Describe the proposed activities with dollar amounts to be funded by this request:
The total project cost of $140,400 accounts the 36 blood drives to be held in Harrison County during 2023. The $3,900 funding request from Harrison County Commission would be used to fund one of these blood drives, which will be held May 10, 2023 at the Benedum Civic Center. Blood collections help patients at area hospitals facing medical emergencies requiring whole blood, platelets, or plasma. For patients fighting cancer, experiencing traumatic injuries, or some chronic diseases, donated or processed platelets help prevent massive blood loss, while plasma helps those in emergency and trauma situations.

Are your financial statements audited by an outside accounting firm? (•) Y ( ) N
If Yes, by whom KPMG (Klynveld Peat Marwick Goerdeler)

Do you plan to recognize the Harrison County Commission 's contribution? (•) Y ( ) N
If Yes, how? Social Media & Website Recognition

(Name of Applicant) American Red Cross agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) American Red Cross, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) American Red Cross shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) American Red Cross agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant Jason Keeling, Executive Director **Date** March 15, 2023

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Name of Organization/Applicant

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION: $

ITEMIZED EXPENSES FOR THE AMOUNT RECEIVED FROM THE HCC (ATTACH EXTRA SHEETS IF NECESSARY OR DETAILED STATEMENT OF REVENUED AND EXPENSES RELATED THERETO):

	$
	$
	$
	$
	$
TOTAL	$

NAME OF PROJECT/EVENT:

TOTAL PROJECT/EVENT INCOME AND EXPENSES: (ATTACH EXTRA SHEETS IF NECESSARY OR A DETAILED STATEMENT OF REVENUES AND EXPENSES RELATED THERETO):

INCOME SOURCE:		$
		$
		$
	TOTAL	$
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

LIST ALL CONTRIBUTORS TO THIS PROJECT/EVENT: (ATTACH EXTRA SHEETS IS NECESSARY)

United Way of Harrison & Doddridge Counties	$ 3,900
	$
	$
	$
TOTAL	$ 3,900

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

Jason Keeling, Executive Director, American Red Cross — Applicant

Mar 15, 2023 — Date

(Revised 8/19/14)

Submit Form | Print Form | Reset Form

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
March 24, 2022
Person to contact:
Name: K Gleason
ID number: 0203083
Telephone: 877-829-5500
Fax: 855-204-6184
Hours: 8:00 am - 5:00 pm

AMERICAN NATIONAL RED CROSS
SHARED SERVICES CENTER
% JENNIFER HAWKINS
431 18TH ST NW
WASHINGTON, DC 20006-5310

Dear Sir or Madam:

We're responding to your request of March 02, 2022, about the tax-exempt status of AMERICAN NATIONAL RED CROSS, EIN 53-0196605.

In December 1938, the American National Red Cross was held to be exempt from federal income tax under Internal Revenue Code (IRC) Section101(6) of the Revenue Act of 1938, which now corresponds to IRC Section 501(c)(3). The ruling covers its chapters, branches, and auxiliaries.

The American Red Cross and its components are publicly supported organizations, as described in IRC Sections 509 (a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions to this organization as provided in Internal Revenue Code Section 170. Bequests, legacies, devises, transfers, or gifts to the organization or for its use are deductible for federal estate and gift tax purposes if they meet the requirements of IRC Sections 2055, 2106, and 2522.

If an organization fails to file an annual return or notice for three consecutive years, its tax-exempt status is revoked by operation of law. This is stated in IRC Section 6033(j)(1). The revocation is effective on the filing due date of the third annual return or notice. For more information about filing requirements, you can visit our website at www.irs.gov/eo.

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,
Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

American Red Cross
Allegheny Highlands

Chapter Board of Directors

Updated March 2023

Melissa Hornbeck, Board Chair
Broker
White Diamond Realty
Morgantown, WV

Christopher Plein, Ph.D., Board Vice-Chair
Professor
West Virginia University
Morgantown, WV

Brittany Alston, J.D., Board Secretary
Attorney
Jackson Kelly PLLC
Morgantown, WV

Rick Colebank, P.E.
President
Alpha Associates
Morgantown, WV

Stephen Finger
Retired Administrator
LaVale, MD

Cody Hall
Director of Process Excellence
Davis Health System
Elkins, WV

Jennifer Lainhart
Director
The Aquatic Center &
Track Complex at Mylan Park
Morgantown, WV

Nick Lambie
Owner
Zeibart
Morgantown, WV

Katie Luckini
Agent
Davis Insurance Group
Morgantown, WV

Allen Staggers
Executive Director
Fairmont Regional Development Corporation
Fairmont, WV

Aaron Yanzuo, MBA
VP of Operations
WVU Medicine, Fairmont Medical Center
Fairmont, WV

American Red Cross

March 15, 2023

Blood Saves Lives

Proposal prepared for the Harrison County Commission



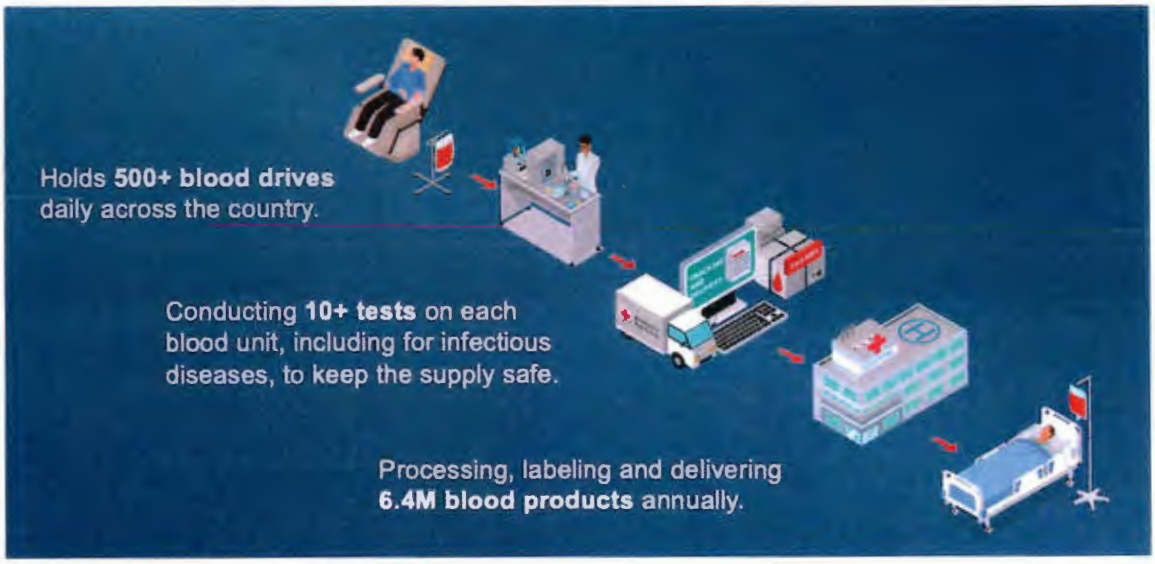
EXECUTIVE SUMMARY



When Jackson (pictured) was just 6 weeks old, he required emergency surgery for a rare congenital heart defect that inhibited his heart from pumping blood properly. During surgery, Jackson received a lifesaving blood transfusion. Thanks to the availability of blood and his extraordinary medical team, Jackson is expected to live a full life with no restrictions or additional surgeries.

While Jackson's story is remarkable, unfortunately, it is not uncommon. Every two seconds, someone in the United States needs lifesaving blood products. The American Red Cross helps meet the constant demand for blood by **providing about 40% of the nation's blood supply** — more than any other blood bank in the U.S.

From a single child fighting cancer in need of lifesaving platelets to an entire community in need of blood due to a crisis such as a natural disaster, or man-made, such as transportation accidents, people facing medical emergencies at hospitals and cancer treatment centers rely on the Red Cross for safe and readily available blood products. As our nation's largest provider of blood, it's a matter of life or death if we do not have blood on the shelves before it is needed. To fulfill this vital mission, the Red Cross:



This journey — from blood donor to recipient including recruitment, collection, testing, processing, storage, and delivery — is complex and costly. Each **blood drive costs $3,900 on average.** With hundreds of drives each year, that's a huge expense, but it's worth it. We do what it takes to ensure people facing medical emergencies have blood when they need it, where they need it — whether it's here in West Virginia or nationwide.

On behalf of those we serve, the Red Cross is grateful for United Way's past support, including philanthropic investments in our West Virginia disaster relief programs. We look forward to the continued growth of our partnership.

We invite the Harrison County Commission to deepen our partnership and support our lifesaving mission with a gift of $3,900. Your donation will fund our blood drive to be held on May 10, 2023, at the Benedum Center in Bridgeport, WV.

STATEMENT OF NEED

The need for blood is constant. However, only 3% of eligible people donate blood annually. To ensure we have enough donors so that blood is ready *before* it is needed, we actively recruit all eligible people to give. With a keen focus on recruiting the next generation of blood donors, we educate and engage students at all school levels and use cutting-edge technology.

Through our Blood Donor App, users can schedule appointments and track their blood from the time of donation to the hospital where it is delivered. Through the app, donors can also access their mini-health assessment results, including blood pressure, hemoglobin, and pulse, which are collected during each donation appointment, providing helpful insights to aid overall health goals.

Collecting Blood in Convenient Locations

We strive to make giving blood as convenient as possible, offering hundreds of donation opportunities across the country daily. In Harrison County, the 29 blood drives held in 2022 allowed us to collect 789 units of blood for patients in need. In 2023 we project an increase to 36 blood drives in Harrison County to collect over 1,000 units of blood.

Over the past few years, the COVID-19 pandemic impacted essentially all aspects of our lives and Red Cross operations, including blood drives. Historically, convenient donation opportunities like workplaces and schools now face collections challenges as remote work and learning have become more common.

As we've done for more than a century, the Red Cross is adapting and reinvesting in how we recruit donors and where we offer opportunities to give. Whether in workplaces, schools, or other new locations, these vital community-based blood drives require significant investments in staffing, supplies, and the vehicles to transport them.

Processing Blood Into Usable Blood Products

When patients are facing a medical emergency, they may require whole blood, platelets, or plasma, each blood product offering unique treatment qualities. For patients fighting

cancer, experiencing traumatic injuries, or some chronic diseases, donated or processed platelets help prevent massive blood loss, while plasma helps those in emergency and trauma situations. This efficient and effective use of blood products — using only what the patient needs — is made possible through our 20 processing centers, 75 product distribution sites, cutting-edge equipment, and specially trained employees located across the country.

Testing and Research: Keeping the Nation's Blood Supply as Safe as Possible

As the largest blood provider in the country, the Red Cross plays a unique role in testing and research. After each unit of blood is collected, corresponding test samples are sent to one of our five National Testing Laboratories across the country. There, at least 10 tests are performed on each unit of blood to identify markers for infectious diseases and establish blood type.

In addition to testing for safety and blood type, the Red Cross performs specialized testing — beyond A, B and O — for highly matched blood needed for people with sickle cell disease, rare blood, or preparing for organ transplantation. This testing occurs at our 45 Immunohematology Reference Labs and helps meet the needs of some of the most vulnerable patients with specialized blood needs.

The Red Cross also leads the industry in developing strategies to maintain the highest quality blood supply. Building on decades of internationally recognized and innovative blood research, we continue to identify and investigate new issues arising in the field of transfusion therapy to achieve better patient care.

This research program is supported by the largest database of blood collection information and testing results that only a nationwide blood service program can maintain. Data analysis can indicate geographic trends in the frequency of blood-transmissible diseases or reveal changes in donor populations that can influence blood collection. This veritable gold mine of epidemiological information enables the Red Cross to continually monitor for emerging and infectious diseases.

Storing and Distributing Lifesaving Blood: Nationwide Reach With Local Impact

The Red Cross provides lifesaving blood products 24 hours a day, 365 days a year, and we are uniquely positioned to meet the needs of millions of patients across the country. Unlike smaller localized blood banks, our nationwide network and inventory management system enables us to distribute blood and blood products anywhere in the U.S.

Each year, the Red Cross delivers blood to patients at 2,500 hospitals, cancer treatment centers, and other facilities nationwide. Last year, our local Allegheny Highlands Chapter collected 11,017 units of blood. More importantly, the American Red Cross provided

over 40,000 blood units to thousands of West Virginia residents at 15 area hospitals throughout our local community. Based on careful analysis of hospitals' blood product usage, we stock each of our 72 distribution sites with one to seven days' worth of inventory to ensure we can respond to local demand. Beyond our routine deliveries, the Red Cross is called upon nearly 2,700 times weekly to meet critical "stat" blood needs — from newborns to mass casualty event victims — within only a few hours' notice.

Furthermore, just as we pre-position disaster supplies and personnel before natural disasters, the Red Cross sends lifesaving blood products to areas impacted when needed. Before Hurricane Fiona, we shipped lifesaving blood products to support hospitals throughout Puerto Rico. And before Hurricane Ian's devastating landfall, we sent several hundred blood products to Florida, helping ensure blood remained available for anyone in need. The Red Cross provides blood products for patients in any hospital, not just where we are the primary provider.

No matter the time or location, the Red Cross is dedicated to meeting the need for lifesaving blood.

FUNDING REQUEST



This year, the Red Cross has budgeted $1.9 billion to ensure we can collect, test, process and deliver lifesaving blood – for children like **Jackson** (now 2 years old, pictured right) and countless others -- when and where it's needed.

To fulfill this promise, the Red Cross is seeking your support of our Blood Services program. **We ask the Harrison County Commission to join us by making a commitment of $3,900 to support the blood drive to be held on May 10, 2023, at the Benedum Center in Bridgeport, WV**

Your support will help to ensure a safe and adequate blood supply before it's needed. On behalf of those we serve, thank you for your consideration.

THE AMERICAN NATIONAL RED CROSS

Consolidated Financial Statements

June 30, 2021
(With summarized information for the year ended June 30, 2020)

(With Independent Auditors' Report Thereon)

KPMG LLP
Suite 900
8350 Broad Street
McLean, VA 22102

Independent Auditors' Report

The Board of Governors
The American National Red Cross:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of The American National Red Cross (the Organization), which comprise the consolidated statement of financial position as of June 30, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The American National Red Cross as of June 30, 2021, and the changes in their net assets and their cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

KPMG LLP is a Delaware limited liability partnership, the U.S. member firm of KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG International provides no client services. No member firm has any authority to obligate or bind KPMG International or any other member firm vis-a-vis third parties, nor does KPMG International have any such authority to obligate or bind any member firm.

KPMG

Report on Summarized Comparative Information

We have previously audited The American National Red Cross' 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated October 21, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

KPMG LLP

McLean, Virginia
October 28, 2021

THE AMERICAN NATIONAL RED CROSS

Consolidated Statement of Financial Position

June 30, 2021
(With comparative information as of June 30, 2020)

(In thousands)

Assets		2021	2020
Current assets:			
Cash and cash equivalents	$	205,148	235,415
Investments (note 4)		562,450	348,443
Trade receivables, including grants, net of allowance for doubtful accounts of $2,155 in 2021 and $1,700 in 2020 (note 11)		226,657	286,464
Contributions receivable (note 2)		26,089	34,368
Inventories, net of allowance for obsolescence of $87 in 2021 and $180 in 2020		47,394	46,998
Other current assets		50,231	50,989
Total current assets		1,117,969	1,002,677
Noncurrent assets:			
Investments (note 4)		1,329,448	1,087,477
Contributions receivable (note 2)		13,939	14,191
Right-of-use assets-operating leases (note 6)		121,765	114,474
Land, buildings, and other property, net (note 3)		728,858	755,519
Assets held for sale, net (note 3)		33,602	30,960
Other assets (note 9)		322,919	261,601
Total noncurrent assets		2,550,531	2,264,222
Total assets	$	3,668,500	3,266,899
Liabilities and Net Assets			
Current liabilities:			
Accounts payable and accrued expenses	$	299,798	253,123
Current portion of debt (note 5)		19,169	41,265
Current portion of lease obligation-operating (note 6)		25,214	22,689
Postretirement benefits (note 10)		3,731	3,779
Other current liabilities (notes 9 and 11)		146,439	145,970
Total current liabilities		494,351	466,826
Noncurrent liabilities:			
Debt (note 5)		383,420	596,132
Long-term lease obligation-operating (note 6)		109,971	104,096
Pension and postretirement benefits (note 10)		167,317	155,924
Other liabilities (notes 5 and 9)		145,054	131,706
Total noncurrent liabilities		805,762	987,858
Total liabilities		1,300,113	1,454,684
Net assets (notes 7 and 8):			
Without donor restrictions net assets		710,028	390,796
With donor restrictions net assets		1,658,359	1,421,419
Total net assets		2,368,387	1,812,215
Commitments and contingencies (notes 4, 5, 6, 10, 11)			
Total liabilities and net assets	$	3,668,500	3,266,899

See accompanying notes to consolidated financial statements.

THE AMERICAN NATIONAL RED CROSS

Consolidated Statement of Activities

Year ended June 30, 2021
(With summarized information for the year ended June 30, 2020)

(In thousands)

	Without donor restrictions	With donor restrictions	Totals 2021	Totals 2020
Operating revenues and gains:				
Contributions:				
Corporate, foundation and individual giving	$ 218,178	311,227	529,405	564,888
United Way and other federated	518	23,201	23,719	33,521
Contracts, including federal government	17,237	163,580	180,817	128,137
Legacies and bequests	70,504	30,408	100,912	125,702
Services and materials	15,522	39,574	55,096	84,058
Products and services:				
Biomedical Services	1,883,815	—	1,883,815	1,731,504
Program materials	115,800	—	115,800	108,514
Investment return, net (note 4)	3,372	60,552	63,924	44,551
Other revenues	177,119	37	177,156	86,511
Net assets released from restrictions	658,746	(658,746)	—	—
Total operating revenues and gains	3,160,811	(30,167)	3,130,644	2,907,386
Operating expenses:				
Program services:				
Services to the Armed Forces	55,201	—	55,201	65,317
Biomedical Services	1,834,750	—	1,834,750	1,766,661
Community Services	22,995	—	22,995	24,888
Domestic Disaster Services	503,552	—	503,552	427,587
Training Services	102,394	—	102,394	122,854
International Relief and Development Services	69,105	—	69,105	82,053
Total program services	2,587,997	—	2,587,997	2,489,360
Supporting services:				
Fundraising	165,392	—	165,392	172,690
Management and general	83,097	—	83,097	89,535
Total supporting services	248,489	—	248,489	262,225
Total operating expenses	2,836,486	—	2,836,486	2,751,585
Change in net assets from operations	324,325	(30,167)	294,158	155,801
Nonoperating investment return, net (note 4)	10,603	267,107	277,710	2,416
Pension-related changes other than net periodic benefit cost (note 10)	(15,696)	—	(15,696)	211,834
Change in net assets	319,232	236,940	556,172	370,051
Net assets, beginning of year	390,796	1,421,419	1,812,215	1,442,164
Net assets, end of year	$ 710,028	1,658,359	2,368,387	1,812,215

See accompanying notes to consolidated financial statements.

THE AMERICAN NATIONAL RED CROSS

Consolidated Statement of Functional Expenses

Year ended June 30, 2021
(With summarized information for the year ended June 30, 2020)

(In thousands)

	Program services						
	Services to the Armed Forces	Biomedical Services	Community Services	Domestic Disaster Services	Training Services	International Relief and Development Services	Total program services
Salaries and wages	$ 29,390	739,818	10,473	119,996	39,745	12,221	951,643
Employee benefits	7,568	188,683	2,718	31,033	10,135	3,118	243,255
Subtotal	36,958	928,501	13,191	151,029	49,880	15,339	1,194,898
Travel and maintenance	155	16,204	17	17,297	883	368	34,924
Equipment maintenance and rental	299	46,752	508	8,953	744	396	57,652
Supplies and materials	1,293	258,110	841	4,191	12,387	427	277,249
Contractual services	7,876	525,969	3,983	65,341	34,682	3,223	641,074
Financial and material assistance	6,976	2,160	3,287	244,211	725	49,270	306,629
Depreciation and amortization	1,644	57,054	1,168	12,530	3,093	82	75,571
Total expenses	$ 55,201	1,834,750	22,995	503,552	102,394	69,105	2,587,997

	Supporting services			Total expenses	
	Fundraising	Management and general	Total supporting services	2021	2020
Salaries and wages	$ 83,797	41,866	125,663	1,077,306	1,105,500
Employee benefits	20,778	10,709	31,487	274,742	254,018
Subtotal	104,575	52,575	157,150	1,352,048	1,359,518
Travel and maintenance	136	54	190	35,114	52,680
Equipment maintenance and rental	884	2,487	3,371	61,023	61,942
Supplies and materials	1,553	382	1,935	279,184	246,239
Contractual services	52,536	26,099	78,635	719,709	672,395
Financial and material assistance	293	414	707	307,336	273,571
Depreciation and amortization	5,415	1,086	6,501	82,072	85,240
Total expenses	$ 165,392	83,097	248,489	2,836,486	2,751,585

See accompanying notes to the consolidated financial statements.

THE AMERICAN NATIONAL RED CROSS

Consolidated Statement of Cash Flows

Year ended June 30, 2021
(With comparative information for the year ended June 30, 2020)

(In thousands)

	2021	2020
Cash flows from operating activities:		
Change in net assets	$ 556,172	370,051
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation and amortization	82,072	85,240
Amortization of right-of-use assets-operating leases	31,748	32,760
Provision for doubtful accounts receivable	1,252	(1,725)
Provision for obsolete inventories	(93)	2
Net gains on sales of property	(9,091)	(10,831)
Net investment returns and derivatives gains	(223,116)	(8,260)
Pension and postretirement-related changes other than net periodic benefit costs	15,696	(211,834)
Donor-restricted contributions	(28,014)	(24,588)
Changes in operating assets and liabilities:		
Receivables	67,086	(90,489)
Inventories	(303)	(8,200)
Other assets	(60,560)	(7,655)
Accounts payable and accrued expenses	46,675	(11,697)
Decrease in operating lease liability obligations	(30,639)	(32,781)
Other liabilities	9,795	28,556
Pension and postretirement benefits	(4,351)	(127,449)
Net cash provided by (used in) operating activities	454,329	(18,900)
Cash flows from investing activities:		
Purchases of property	(66,134)	(49,599)
Proceeds from sales of property	8,311	5,272
Proceeds from properties held for sale	8,861	17,685
Purchases of investments	(245,507)	(35,283)
Proceeds from sales of investments	16,667	134,495
Net cash (used in) provided by investing activities	(277,802)	72,570
Cash flows from financing activities:		
Donor-restricted contributions	28,014	24,588
Proceeds from borrowings	—	100,000
Repayment of debt	(234,808)	(43,944)
Net cash (used in) provided by financing activities	(206,794)	80,644
Net (decrease) increase in cash and cash equivalents	(30,267)	134,314
Cash and cash equivalents, beginning of year	235,415	101,101
Cash and cash equivalents, end of year	$ 205,148	235,415
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	$ 25,406	29,093

See accompanying notes to consolidated financial statements.

(1) Summary of Significant Accounting Policies

(a) Organization and Basis of Presentation

The American National Red Cross (the Organization) was established by an Act of the United States Congress on January 5, 1905 for the primary purposes of furnishing volunteer aid to the sick and wounded of the Armed Forces in time of war and to carry on a system of national and international relief in time of peace to mitigate the suffering caused by fire, famine, floods and other great natural calamities. The mission of the Organization has expanded since that time to help people prevent, prepare for, and respond to emergencies.

In March 2020, the World Health Organization declared the novel coronavirus (COVID-19) a pandemic impacting social interaction, travel, economies, and financial markets. The Organization has implemented extensive measures to protect the health and safety of its employees, volunteers, clients and communities and continues to adapt day to day operations and processes to safely carry out its mission. The American National Red Cross continues to monitor and assess the implications to its business, and take necessary actions to mitigate potential adverse consequences.

The accompanying consolidated financial statements present the consolidated financial position and changes in net assets, functional expenses and cash flows of the Organization. The Organization has national and international programs that are conducted by its headquarters, biomedical services, and chartered local chapters. Also, included in the consolidated financial statements are the net assets and operations of Boardman Indemnity Ltd., a 100% owned captive insurance subsidiary (through June 30, 2021) and ARC Receivables Company, LLC, a wholly owned bankruptcy-remote special purpose entity. All significant intra-organizational accounts and transactions have been eliminated.

Program activities include services to the Armed Forces, biomedical services, community services, disaster services, training services, and international relief and development services. Biomedical services include activities associated with the collection, processing, testing, and distribution of whole blood and components at 36 local blood services region operations, a biomedical research facility, and related national support functions.

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified and reported as follows:

Without Donor Restrictions – Net assets that are not subject to any donor-imposed stipulations.

With Donor Restrictions – Net assets subject to donor-imposed restrictions on their use that may be met either by actions of the Organization or the passage of time or other legal restrictions requiring that the principal be maintained permanently by the Organization. Generally, the donors permit the Organization to use all or part of the income earned for either general or donor-specified purposes.

(b) Measure of Operations

The Organization's measure of operations as presented in the consolidated statement of activities includes operating revenue from contributions, product and services, contracts, investment returns made available for current use, and other revenues. The measure of operations includes support for operating activities from both donor-restricted and without donor restrictions sources. Nonoperating activities primarily include pension-related gains other than net periodic benefit cost, and changes in the fair value of investments.

(c) Summarized Comparative Information

The consolidated financial statements are presented with certain prior year summarized comparative information. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's consolidated financial statements for the year ended June 30, 2020 from which the summarized information was derived.

(d) Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities in the financial statements. Estimates and assumptions may also affect disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses. Actual results could differ from management's estimates.

(e) Cash Equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. Cash equivalents consist of money market mutual funds and overnight investments of approximately $193 million and $220 million as of June 30, 2021 and 2020, respectively. Cash and cash equivalents that are held as part of the investment portfolio purchased with donor-restricted contributions are reported within investments.

(f) Investments

Investments are reported at fair value except for certain alternative investment funds that, as a practical expedient, are reported at estimated fair value utilizing net asset values (NAVs). Net asset value, in some instances may not equal the fair value. The Organization does not intend to sell any of the funds at an amount different from net asset value per share at June 30, 2021. The Organization reviews and evaluates the net asset values provided by the general partners and fund managers and agrees with the valuation methods and assumptions used in determining net asset values of these funds.

Investment income classified as operating revenue consists of interest and dividend income on investments and spending approved for use in operations (note 4). All other realized and unrealized gains or losses are classified as nonoperating activities and are available to support operations in future years and to offset potential market declines.

(Continued)

Investments classified as current investments made by the Organization are expected to be converted into cash within one year.

Investment management fees are netted against investment returns.

(g) Derivative Financial Instruments

The Organization makes use of derivative financial instruments in order to take exposure or mitigate certain risks. Derivative financial instruments are recorded at fair value (notes 4, 5, and 10). Derivatives in an asset and liability position are offset against each other and reported net in investments in the statement of financial position.

(h) Endowment Fund

The Organization has maintained a national endowment fund since 1905. From 1910 until June 30, 2015, any gift to the American Red Cross National Headquarters from a will, trust, or similar instrument that did not direct the use of the funds was deposited into the endowment fund, recorded as net assets with donor restrictions to be kept and invested in perpetuity and, accordingly, reported as net assets with donor restrictions. In fiscal year 2015, the Organization adopted a new policy that gifts to the American Red Cross National Headquarters from a will, trust, or similar instrument dated on or after July 1, 2015 without a direction to the application or purpose of the funds shall be allocated at the discretion of senior management to where the need is greatest. Such amounts will be reported as increases to net assets without donor restrictions. All gifts to the American Red Cross National Headquarters that are designated to be invested in perpetuity shall continue to be deposited into the endowment fund regardless of the date of the gift instrument.

(i) Inventories

Inventories of supplies purchased for use in program and supporting services are valued using the average cost method. Whole blood and its components are valued at the lower of average cost or net realizable value.

(j) Land, Buildings, and Other Property

Purchases of land, buildings, and other property having a unit cost per established guidelines and a useful life of three or more years are capitalized at cost. Donated assets are capitalized at the estimated fair value at date of receipt. Interest expense incurred during a period of construction, less related interest income earned on proceeds of tax-exempt-borrowings is capitalized.

Property under finance leases is amortized over the lease term. Any gain or loss on the sale of land, buildings and other property is reported as other revenues on the consolidated statement of activities.

Application development costs incurred to develop internal use-software are capitalized and amortized over the expected useful life of the software application. Activities that are considered application development include design of software configuration and interfaces, coding, installation of hardware, and testing. All other expenses incurred to develop internal use software are expensed as incurred.

(Continued)

Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Class of property	Useful life in years
Buildings	45
Building improvements	10
Equipment and software	3–15

(k) Long-lived Assets

Long-lived assets, such as land, building, and other property, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset be tested for possible impairment, the Organization first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, an impairment loss is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals, as considered necessary.

(l) Leases

The Organization determines if a contract is a leasing arrangement and the classification of that lease, if applicable, at inception. Operating lease assets represent the right to control the use of an identified asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. For operating leases, the Organization uses the risk-free rate of return. The Organization recognizes operating lease expense for operating leases on a straight-line basis over the lease term.

The Organization leases office space and equipment under noncancelable operating leases which may include renewal or termination options that are reasonably certain of exercise. Most leases include one or more options to renew, with renewal terms that can extend the lease term up to seven years. Leases with an initial term of 12 months or less are not recorded on the balance sheet and are expensed on a straight-line basis. Lease and non-lease components are accounted for together as a single lease component for operating leases associated with office space and equipment leases.

(Continued)

(m) Property and Casualty Insurance

The Organization maintains various insurance policies under which it assumes a portion of each insured loss. During fiscal years 2021 and 2020, assumed losses were retained by the Organization through its wholly owned insurance subsidiary, Boardman Indemnity, Ltd (Boardman). On June 30, 2021, the Organization dissolved Boardman Indemnity Ltd. and continues to be self-insured without the captive structure. The Organization also purchases insurance to supplement the self-insured coverage. The liabilities for outstanding losses and incurred but not reported claims have been determined based on actuarial studies and are reported as other liabilities in the consolidated statement of financial position and were approximately $75 million and $76 million as of June 30, 2021 and 2020, respectively.

(n) Revenue Recognition

(i) Contribution Revenue

Contributions, which include unconditional promises to give (pledges), are recognized as revenues in the period received or promised. Contributions receivable due beyond one year are stated at net present value of the estimated cash flows using a risk adjusted-rate. Conditional contributions are recorded when the conditions have been met. Contributions are considered to be without donor restrictions unless specifically restricted by the donor for time or purpose.

The Organization reports contributions in the donor restricted net asset class if they are received with donor stipulations as to their use and/or time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restriction are released and reclassified to net assets without donor restriction in the consolidated statement of activities.

Donor restricted-contributions are initially reported as net assets with donor restrictions, even if it is anticipated such restrictions will be met in the current reporting period, except for conditional grants discussed in note (1)(n)(v).

(ii) Revenue from Contracts with Customers

Revenue is recognized when control of the promised goods or services is transferred to customers, in an amount that reflects the consideration the Organization expects to be entitled to in exchange for those goods or services. Revenue from contracts with customers is disaggregated between Biomedical and Program Materials on the consolidated statement of activities.

(iii) Biomedical Revenues

Biomedical provides goods (blood products for hospitals) and services (blood testing) under single contracts with customers with multiple performance obligations. Blood products sold fall under two main categories – Whole Blood Products, which include red cells, plasma, and platelets; and Apheresis Platelet Products, which are the result of donated specific blood components. Testing services are performed over all products prior to the sale and delivery of the products. Because the blood products and blood testing services are not capable of being distinct, the products and services are treated as a bundled performance obligation.

For products, the performance obligation is satisfied when the customer gains control over the promised asset, which is generally at the time of shipment based on the contractual terms with the customers. Blood products have a limited shelf life, therefore, any associated refunds or discounts, which historically have not been material, are generally recognized in the same accounting period in which the initial revenue is recognized.

For services, the service has been substantially performed and the obligation met at the point in time at which the service is completed. Services are invoiced once the regulated testing process is complete and documentation is sent to the customer.

Performance obligations for blood products and blood testing services are generally satisfied within 30 days, and therefore, there is no substantial difference in revenue recognition based on bundled performance obligations.

The expected length of time between when Organization transfers the promised goods or services to the customer and when the customer pays for those goods or services is 30 days. Generally, there is no difference between the amount of consideration promised and the cash selling price of the blood products and services.

(iv) Program Materials Revenue

The organization provides various health and safety preparedness classes and certifications including CPR, first aid, AED skills, swimming and water safety, lifeguarding, caregiving skills, and certified nurse assistant (CNA) training and testing. Revenue generated by these training services is included in Program Materials on the consolidated statement of activities.

Program Materials, which consist primarily of training services, performance obligations are satisfied at the point in time at which the training is complete and certification is provided. Revenue is recognized upon completion of distinct performance obligations in the same accounting period in which each specific performance obligation is met. The transaction price is determined for each contract using the standalone selling price and applied to each performance obligation as completed.

(v) Other Revenue

Revenue from grants and contracts, including federal grants, that are considered to be conditional contributions are recorded in the statement of activities under Contracts, including federal government within the contribution section and are recognized as qualifying expenses are incurred under the agreement. The Organization adopted the simultaneous release option for donor restricted-conditional grants that are recognized and used within the same reporting period; therefore, these amounts are reported as without donor restriction.

Gains and losses on investments and other assets and liabilities are reported as increases or decreases in net assets without donor restriction unless their use is restricted by explicit donor stipulation or by law.

(o) Contributed Services and Materials

Contributed services reflect the important impact volunteers have in delivering the Organization's mission. Contributed services are reported at fair value in the financial statements for voluntary donations of services when those services (1) create or enhance nonfinancial assets or (2) require specialized skills provided by individuals possessing those skills and are services, which would be typically purchased if not provided by donation.

The Organization engages more than 300,000 volunteers. A small percentage of these volunteers meet the above criteria and are reported in contributed services. Contributed services for the year ended June 30, 2021 include the services of approximately 9,562 volunteers. The Organization recorded contributed services revenue and related expense of approximately $38 million. The $38 million and $34 million recorded in 2021 and 2020, respectively, represent primarily volunteer efforts in support of disaster services and services to the Armed Forces.

Contributed materials are recorded at their fair value at the date of the gift. Gifts of long-lived assets are recorded as restricted support. This restriction is released ratably over the useful life of the asset.

(p) Income Taxes

The American National Red Cross is a not-for-profit-organization incorporated by the U.S. Congress through the issuance of a federal charter. The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities. At June 30, 2021 and 2020, the Organization has determined that no income taxes are due for such activities. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements. Management annually reviews its tax positions and has determined that there are no material uncertain tax positions that require recognition in the consolidated financial statements.

(q) Accounts Receivable Securitization

The Organization has an accounts receivable securitization program that is accounted under Accounting Standards Codification (ASC) Topic 860, *Transfers and Servicing* (note 11).

(Continued)

(2) Contributions Receivable

The Organization anticipates collection of outstanding contributions receivable as follows at June 30, 2021 and 2020 (in thousands):

		2021	2020
Amounts receivable within one year	$	29,035	36,516
Amounts receivable in 1 to 5 years (net of discount of $1,220 and $1,355 for 2021 and 2020, respectively)		13,939	14,191
Total contributions receivable before allowance for uncollectible amounts		42,974	50,707
Less allowance for uncollectible amounts		(2,946)	(2,148)
Contributions receivable, net		40,028	48,559
Less current portion		26,089	34,368
Contributions receivable, net, noncurrent	$	13,939	14,191

Amounts presented above have been discounted to present value using various discount rates ranging between 0.04% and 3.15%.

As of June 30, 2021, the Organization received conditional grants totaling $175 million. These grants are conditional based on incurring qualifying expenses and will be recognized as revenue in the periods in which the conditions are fulfilled.

(3) Land, Buildings, and Other Property

The cost and accumulated depreciation of land, buildings, and other property were as follows at June 30, 2021 and 2020 (in thousands):

		2021	2020
Land	$	86,389	88,593
Buildings and improvements		1,050,934	1,053,572
Equipment and software		477,387	550,241
Total cost of assets placed in service		1,614,710	1,692,406
Less accumulated depreciation and amortization		(899,559)	(946,095)
Construction in progress		13,707	9,208
Land, buildings, and other property, net	$	728,858	755,519

(Continued)

Assets held for sale were as follows at June 30, 2021 and 2020 (in thousands):

	2021	2020
Land	$ 12,898	11,819
Buildings and improvements	43,664	32,287
Total cost of assets held for sale	56,562	44,106
Less accumulated depreciation and amortization	(22,960)	(13,146)
Assets held for sale, net	$ 33,602	30,960

These assets have been segregated from land, buildings, and other property and presented as assets held for sale within the accompanying consolidated financial statements. The Organization identified these assets as not critical to supporting its primary mission as part of ongoing assessment procedures. The Organization then evaluated the identified assets using the criteria for classification as held for sale included in ASC 360-10, *Impairment and Disposal of Long-Lived Assets*. Certain assets or portions of assets identified were determined to meet the criteria and have been classified as such. The carrying value of these assets has been compared to the current appraised values less cost to sell and determined not to be impaired. During fiscal year ended June 30, 2021, the gain on the buildings and improvements assets held for sale was approximately $4 million, which is included in other revenue on the consolidated statement of activities.

(4) Investments and Fair Value Measurements

The Organization applies the provisions of ASC No. 820, *Fair Value Measurements*, for fair value measurements of investments that are recognized and disclosed at fair value in the financial statements on a recurring basis. ASC No. 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy that requires the Organization to maximize the use of observable inputs when measuring fair value. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Organization's market assumptions. The three levels of the fair value hierarchy are as follows:

- Level 1 – Quoted prices for identical assets or liabilities in active markets
- Level 2 – Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability; or market-corroborated inputs
- Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

(Continued)

In certain cases, the inputs to measure fair value may result in an asset or liability falling into more than one level of the fair value hierarchy. In such cases, the determination of the classification of an asset or liability within the fair value hierarchy is based on the least determinate input that is significant to the fair value measurement.

For the years ended June 30, 2021 and 2020, there were no transfers between levels.

The Organization's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

As of January 1, 2018, the Organization acquired 40% interest in Creative Testing Solutions. As of February 13, 2020, the Organization acquired 50% interest in ARC-One Solutions, LLC. These investments are accounted for using the equity method and are reflected in long-term investments on the Organization's consolidated statement of financial position. The balance at June 30, 2021 reflects the original contribution as well as the Organization's share of the earnings of the investee. Earnings were approximately $16 million for the period ended June 30, 2021 and are reflected in other revenue on the consolidated statement of activities.

The following table represents investments that are measured at fair value on a recurring basis and other investments at June 30, 2021 (in thousands):

	June 30, 2021	Level 1	Level 2	Level 3	Measured at NAV(1)
Fixed-income commingled funds	$ 24,244	—	24,244	—	—
U.S. government and sovereign securities	90,839	—	90,839	—	—
Common and preferred stocks	2,674	2,674	—	—	—
Exchange-traded funds	161,951	161,951	—	—	—
Equity commingled funds	98,397	13,452	22,281	—	62,664
Hedge funds	424,292	—	—	—	424,292
Private equity and debt	249,877	—	—	—	249,877
Real estate and real assets	2,279	—	—	—	2,279
Derivative contracts	12,883	50	12,833	—	—
Cash equivalents	771,686	1,520	770,166	—	—
Investments stated at fair value	1,839,122	$ 179,647	920,363	—	739,112
Equity method investments	52,776				
Total investments	$ 1,891,898				

(Continued)

The following table represents investments that are measured at fair value on a recurring basis and other investments at June 30, 2020 (in thousands):

	June 30, 2020	Level 1	Level 2	Level 3	Measured at NAV(1)
Fixed-income commingled funds	$ 24,331	—	24,331	—	—
U.S. government and sovereign securities	93,526	—	93,526	—	—
Exchange-traded funds	74,327	74,327	—	—	—
Equity commingled funds	101,875	7,568	35,012	—	59,295
Hedge funds	409,312	—	—	—	409,312
Private equity and debt	157,630	—	—	—	157,630
Real estate and real assets	796	—	—	—	796
Cash equivalents	525,645	77,956	447,689	—	—
Investments stated at fair value	1,387,442	$ 159,851	600,558	—	627,033
Equity method investments	48,478				
Total investments	$ 1,435,920				

(1) Certain investments are measured at fair value using NAV as a practical expedient and have not been classified in the fair value hierarchy. The NAV amounts have been presented to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated statement of financial position.

The Organization used quoted prices in principal active markets for identical assets as of the valuation date (Level 1) to value certain cash equivalents at June 30, 2021 and 2020.

For the valuation of certain cash equivalents, U.S. government and sovereign securities, and fixed income and equity commingled funds at June 30, 2021 and 2020, the Organization used significant other observable inputs, particularly dealer market prices for comparable investments as of the valuation date (Level 2). The Level 2 commingled funds have a readily determinable fair value.

For the most part, the valuation of hedge funds, private equity and debt funds, private real estate and private real assets funds, at June 30, 2021 and 2020, are reported at estimated fair value utilizing the net asset values provided by fund managers as a practical expedient. In a few instances, additional supplemental information provided by the fund manager has been utilized to evaluate fund values and level the investments. Reported fund values utilize significant unobservable inputs; the Organization reviews and evaluates the values provided by fund managers and general partners and agrees with the valuation methods and assumptions used in determining the reported fair values of the alternative investments.

The Organization had no Level 3 reportable transactions for both fiscal years ended June 30, 2021 and 2020, respectively.

(Continued)

The following summarizes the nature and risk of those investments that are reported at estimated fair value utilizing net asset value as of June 30, 2021 (in thousands):

	Fair value	Unfunded commitments	Redemption frequency	Redemption notice period
Equity commingled funds (a)	$ 62,664	—	Monthly to quarterly	30 days
Hedge funds (b),(d)	951	—	N/A	Fully redeemed
Hedge funds (b)	423,341	—	Monthly to triennially	2-180 days
Private equity and debt (d)	249,877	86,404	None	
Real estate and real assets (c)	2,279	5,474	None	
Total	$ 739,112	91,878		

(a) Equity Commingled Fund Investments. Equity mandates are global or sector focused. Underlying equity exposures are global equities and cash for liquidity purposes. Positions are generally long and leverage can be used if managers are allowed to hedge foreign current exposures.

(b) Hedge Fund Investments. Hedge fund strategies include equity long/short, relative value, event driven, arbitrage, macro, and opportunistic strategies. Underlying hedge fund holdings can consist of the full spectrum of global equity, fixed income, commodity, and currency instruments. Positions may be long and short; leverage may also be used. Some funds may invest inside pockets, which are a separate share class and are not available for redemption until the investment is liquidated by the manager.

(c) Non-Marketable Investment Strategies. Private equity and debt strategies include leveraged buyout, growth equity, venture capital, and distressed debt. Real estate and real assets strategies include natural resources, such as oil and gas or minerals and mining. Nonmarketable funds do not permit redemptions; capital is returned to investors at the discretion of the investment manager and in accordance with limited partnership terms. Interim distributions of interest and dividends can be made; however, capital and realized gains are generally distributed when underlying investments are liquidated. Funds are able to recall distributions. It is expected that the majority of the nonmarketable investments will be liquidated over the next 10 years.

(d) Represents expected redemptions related to audit holdbacks, where funds retain a portion of requested redemptions until the fund's annual audit is complete in order to accommodate potential final NAV adjustments.

(Continued)

The following table lists the notional/contractual amount of derivatives by contract type included in the Organization's investments at June 30, 2021 and 2020 (in thousands):

Derivative type		2021	2020
Commodity options	$	1,106,000	—
Equity contracts		15,041	—

The following table lists fair value of derivatives by contract type included in the Organization's investments as of June 30, 2021 and 2020 (in thousands):

		Derivative Assets		Derivative Liabilities	
Derivative type		2021	2020	2021	2020
Commodity options	$	32,648	—	(19,815)	—
Equity contracts		61	—	(11)	—
Fair value of derivatives included in investments	$	32,709	—	(19,826)	—

The following table lists gains and losses on derivatives by contract type included in actual return on Organization investments as of June 30, 2021 and 2020 (in thousands):

		Realized gains/(losses)		Change in unrealized gains/(losses)	
Derivative type		2021	2020	2021	2020
Commodity options	$	—	—	(13,518)	—
Equity contracts		—	—	50	—
Total	$	—	—	(13,468)	—

For the valuation of the Organization's derivative contracts at June 30, 2021, the Organization used significant other observable inputs as of the valuation date (Level 2), including prices of instruments with similar maturities and characteristics, interest rate yield curves, measures of interest rate volatility, and various market indices. The value was determined and adjusted to reflect nonperformance risk of both the counterparty and the Organization.

The Organization transacts in a variety of derivative instruments, including swaps and options, for investment and hedging purposes, in order to take or mitigate certain exposures. Each instrument's primary underlying exposure could be equities, commodities, interest rates, credit, or currencies. Such contracts involve, to varying degrees, risks of loss from the possible inability of counterparties to meet the terms of their contracts. In the case of over-the-counter derivatives, collateralization and daily marks-to-market mitigate counterparty risk. The Organization also invests in highly liquid, exchange-traded contracts to

(Continued)

achieve exposure to U.S. Treasury securities; these contracts are also marked-to-market daily, with daily exchanges of variation margin, but do not require collateralization per se. Foreign exchange derivatives can be used to facilitate trade purchases and sales as well as for hedging purposes.

Investment securities are exposed to various risks, such as interest rate, market, and credit. Due to the level of uncertainty related to changes in interest rates, market volatility and credit risks, it is at least reasonably possible that changes in these risks could materially affect the estimated fair value of investments reported in the consolidated statement of financial position as of June 30, 2021. However, the diversification of the Organization's invested assets among these various asset classes and the risk reduction purpose in the case of hedging assets is management's strategy to mitigate the impact of any dramatic change on any one asset class.

The following schedule summarizes the composition of investment return for the years ended June 30, 2021 and 2020 (in thousands):

	2021			2020
	Without donor restrictions	With donor restrictions	Total	Total
Investment returns available for operations:				
Other investment returns	$ 3,372	60,552	63,924	44,551
	3,372	60,552	63,924	44,551
Net nonoperating investment returns	10,603	267,107	277,710	2,416
Total return on investments, net	$ 13,975	327,659	341,634	46,967

(Continued)

(5) Debt

Debt consists of the following at June 30, 2021 and 2020 (in thousands):

	2021	2020
Fixed rate debt:		
Bearing interest rates ranging from 0% to 3.83%, due calendar year 2021 through 2044	$ 402,589	590,007
Variable rate debt:		
Variable rate debt with demand repayment rights	—	47,390
Total bonds and notes payable	402,589	637,397
Less current portion	19,169	41,265
Debt, noncurrent portion	$ 383,420	596,132

During the fiscal year ended June 30, 2021, the Organization repaid $193.7 million of debt principal, including $150 million of fixed rate debt and $43.7 million of variable rate debt, prior to their maturity dates.

The Organization's debt is generally backed only by the full faith and credit of the Organization. Certain bonds are subject to redemption prior to their maturity at the option of the Organization. The repayment terms of the variable rate debt generally require monthly payments of interest and annual principal reduction. The registered owners of the bonds and notes with demand repayment rights may demand repurchase of the bonds and notes for an amount equal to the principal plus accrued interest. The organization had no outstanding debt with demand repayment rights as of June 30, 2021. Letters of credit or standby credit facilities were established in the aggregate amount of $8 million for fiscal year 2020, to provide liquidity in the event other funding is not available for repurchasing.

Certain of the Organization's debt agreements include covenants that require the Organization to maintain certain levels of financial ratios. The Organization was in compliance with its covenant requirements as of and for the year ended June 30, 2021.

Scheduled maturities and sinking fund requirements of the debt and credit agreements as of June 30, 2021 are as follows (in thousands):

2022	$ 18,000
2023	8,000
2024	8,000
2025	68,000
2026	20,000
Thereafter	277,100
	$ 399,100

(Continued)

Interest expense was approximately $28 million for both fiscal years ended June 30, 2021 and 2020, which is included in contractual services on the statement of functional expenses.

(a) Bank Lines of Credit

The Organization maintained several committed lines of credit with various banks for its working capital requirements. There were no borrowings outstanding under lines of credit as of June 30, 2021 and 2020. The Organization had unused lines of credit outstanding of approximately $200 million at both June 30, 2021 and June 30, 2020. The amounts available to be borrowed on the lines of credit are subject to the limitations of the Organization's debt covenants.

(b) Interest Rate Swap Agreements

The Organization held no variable rate debt at June 30, 2021 and no swaps outstanding at June 30, 2021. The organization held $47 million of variable rate debt at June 30, 2020. Interest rate swap agreements were used by the Organization in fiscal year 2020 to mitigate the risk of changes in interest rates associated with variable interest rate indebtedness. Under such arrangements, a portion of variable rate indebtedness was converted to fixed rates based on a notional principal amount of $39 million. The interest rate swap agreements were derivative instruments that were recognized at fair value and recorded on the statement of financial position. At June 30, 2020, the fair market value was a liability of approximately $4 million and was included in other liabilities in the accompanying consolidated statement of financial position as of June 30, 2020.

The organization had no swaps outstanding at June 30, 2021. The change in fair value on the interest rate swap agreements was a loss of approximately $1.2 million for the year ended June 30, 2020 and was included in nonoperating gains in the consolidated statements of activities.

For the valuation of the interest rate swaps at June 30, 2020, the Organization used significant other observable inputs as of the valuation date (Level 2), including prices of instruments with similar maturities and characteristics, interest rate yield curves, and measures of interest rate volatility. The value was determined and adjusted to reflect nonperformance risk of both the counterparty and the Organization. See note 4 for definitions of Levels 1, 2, and 3.

(c) Letters of Credit

The Organization had unused letters of credit outstanding of approximately $52 million at June 30, 2021 and $55 million at June 30, 2020.

(6) Leases

The Organization has operating and finance leases for real estate, personal property and equipment. The Organization determines if an arrangement is a lease at the inception of a contract and recognizes operating lease expense on a straight-line basis over the lease term. Leases with an initial term of twelve months or less are not recorded on the consolidated statement of financial position and are expensed on a straight-line basis.

The Organization has lease agreements which require payments for lease and non-lease components and has elected to account for these as a single lease component, with any variable elements being recorded as variable lease expense.

Operating lease right-of-use assets and lease liabilities as of June 30, 2021, and 2020, were as follows (in thousands):

Operating leases		2021	2020
Right-of-use assets:			
Operating lease assets	$	121,765	114,474
Lease liabilities:			
Current operating lease liabilities	$	25,214	22,689
Noncurrent operating lease liabilities		109,971	104,096
Total operating lease liabilities	$	135,185	126,785

Operating expenses for the leasing activity of the Organization as lessee for the years ended June 30, 2021, and 2020, respectively, are as follows (in thousands):

Lease type		2021	2020
Operating lease costs	$	32,770	32,760
Short-term lease costs		72	7
Total lease cost	$	32,842	32,767

Total rent expense was approximately $41 million and $46 million for the years ended June 30, 2021 and 2020, respectively, and is included in contractual services on the consolidated statement of functional expenses.

(Continued)

The aggregate future lease payments below summarize the remaining future undiscounted cash flows for operating leases as of June 30, 2021, and a reconciliation to operating lease liabilities reported on the consolidated statement of financial position:

2022	$	27,582
2023		23,600
2024		18,401
2025		13,803
2026		10,275
Thereafter		63,650
Total lease payments		157,311
Less interest		(22,126)
Present value of lease liability	$	135,185

Average operating lease terms and discount rate at June 30, 2021, and 2020, were as follows:

	2021	2020
Weighted average remaining lease term (years):	11.58	12.55
Weighted average discount rate:	1.91 %	2.08 %

The following summarizes cash paid for operating lease liabilities and other non-cash information as of June 30, 2021 and 2020:

		2021	2020
Cash paid for amounts included in the measurement of operating lease liability	$	33,143	32,824
Right-of-use assets obtained in exchange for operating lease obligations		32,814	11,270

(Continued)

Future minimum rental payments to be received by the Organization for office space leased at the National Headquarters building as of June 30, 2021 are as follows (in thousands):

2022	$	19,491
2023		19,581
2024		19,719
2025		19,860
2026		20,004
Thereafter		81,500
Total minimum lease payments to be received	$	180,155

The rental income was approximately $19 million for both years ended June 30, 2021, and 2020, respectively, and is included in other revenue on the consolidated statement of activities.

(7) Net Assets

The Organization monitors cash and investment reserve requirements across the entire enterprise to ensure service delivery can be performed. Management actively manages short and long-term cash needs against all available liquidity from cash, investments, and fair value of land, building, and equipment held for sale. As a result, it continues to have positive mission-related operating net assets, even though the Organization has pension-related and other long-term liabilities.

Net assets with donor restrictions are available for the following purposes or periods as of June 30, 2021 and 2020 (in thousands):

		2021	2020
Disaster and humanitarian services	$	125,035	122,093
International relief and development services		42,231	80,009
Endowment		1,272,232	1,034,439
Other net assets with restrictions to be held in perpetuity		218,861	184,878
Total with donor restrictions net assets	$	1,658,359	1,421,419

Endowment at June 30, 2021 and 2020 consist primarily of endowed contributions, the income from which is available principally to fund general operations. Other net assets with donor restrictions to be held in perpetuity consist of beneficial interests in perpetual trusts and other split-interest agreements (note 9).

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its operating expenditures and other obligations come due. In addition, the Organization invests cash in excess of daily requirements in short-term investments. The restricted portion of its financial assets are excluded from the liquidity disclosure as they are used for restricted purposes.

(Continued)

As of June 30, 2021, and 2020, financial assets and liquidity resources available within one year for general expenditures, such as operating expenses and scheduled principal payments on debt, were as follows (in thousands):

	2021	2020
Financial assets:		
Cash and cash equivalents	$ 205,148	235,415
Short-term investments, net	562,450	348,443
Trade receivable, including grants, net of allowance for doubtful accounts	101,657	166,827
Contributions receivable	9,669	16,150
Total financial assets available within one year	878,924	766,835
Liquidity resources:		
Letters of credits and other credit facilities	252,000	263,000
Total financial assets and liquidity resources available within one year	$ 1,130,924	1,029,835

(8) Endowments

Effective January 23, 2008, the District of Columbia enacted the Uniform Prudent Management of Institutional Funds Act (UPMIFA), the provisions of which apply to endowment funds existing on or established after that date. Based on its interpretation of the provisions of UPMIFA, the Organization is required to act prudently when making decisions to spend or accumulate donor-restricted endowment assets and in doing so to consider a number of factors, including the duration and preservation of its donor-restricted endowment funds. The Organization classifies as net assets with donor restrictions the original value of gifts donated to be held in perpetuity. The appreciation of the donor-restricted endowment fund is appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

The Organization has adopted, and the Governing Board has approved the Statement of Investment Policies and Objectives for the endowment fund. This policy has identified an appropriate risk posture for the fund, stated expectations and objectives for the fund, provides asset allocation guidelines, and establishes criteria to monitor and evaluate the performance results the fund's managers.

To satisfy its long-term rate of return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).

The Organization makes distributions from income earned on the endowment fund for current operations using the total return method. In establishing this method, the Organization considered the long-term expected return on its funds. To the extent that distributions exceed net investment income, they are made from accumulated gains. The Board of Governors approves the spending rate, calculated as a percentage

(Continued)

of the five-year calendar trailing average fair value of the endowment fund at the beginning of each fiscal year.

A spending rate of 3.8% has been approved for year 2021, which resulted in total distributions of approximately $63 million. The total distribution also includes a $25 million additional distribution which was contributed into the Organization pension plan. The distributions represent utilization of accumulated realized gains, which were calculated based on the trailing five-year market value. Consistent with 2021, a spending rate of approximately 3.8% of the trailing five-year market value has been approved for 2022.

Changes in endowment net assets for the year ended June 30, 2021 (in thousands):

	With donor restrictions	Total
Endowment net assets, beginning of year	$ 1,034,439	1,034,439
Total investment return, net	273,039	273,039
Contributions	28,013	28,013
Appropriation of endowment assets for expenditure	(63,259)	(63,259)
Endowment net assets, end of year	$ 1,272,232	1,272,232

(9) Split-Interest Agreements

The Organization is a beneficiary of split-interest agreements in the form of charitable gift annuities, perpetual trusts held by third parties, charitable remainder trusts, and pooled income funds. The value of split-interest agreements is measured as the Organization's share of fair value of the assets. Of the $321 million and $259 million in assets under these agreements as of June 30, 2021 and 2020, respectively, which are included in other assets on the consolidated statement of financial position, $51 million and $42 million, respectively, are charitable gift annuities and the remainder are assets for which the Organization is not the trustee. Liabilities associated with these agreements are $33 million and $32 million for the years ended June 30, 2021 and 2020, respectively, of which $8 million is included in other current liabilities for both years, respectively, and $25 million and $24 million for the years ended June 30, 2021 and 2020 are included in other noncurrent liabilities on the consolidated statement of financial position.

(10) Benefit Plans

(a) The Retirement System of the American National Red Cross and The American Red Cross Life and Health Benefits Plan

Before July 1, 2009, employees of the American Red Cross, including employees of participating local chapters, were covered by the Retirement System of the American National Red Cross (the Plan) after one year of employment and completion of 1,000 hours of service during any consecutive 12-month period. The Plan was closed to employees hired after June 30, 2009.

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Subject to provisions contained in collective bargaining agreements where applicable, the Plan was frozen on December 31, 2012 (the freeze date). Employees who were participating in the Plan as of that date keep vested benefits earned but stop earning additional pension benefits.

Prior to the freeze date, the benefit formula was based on years of service and the employees' final average compensation. Final average compensation was calculated using the highest consecutive 48 months of the last 120 months of service before the earlier of retirement or the freeze date.

For funding purposes under the Plan, normal pension costs are determined by the projected unit credit method and are funded currently. The Plan provides a defined-benefit pension, funded entirely by the employer. Prior to July 1, 2005, voluntary after-tax contributions could be made by active members to fund an optional annuity benefit. The Organization's funding policy is set to comply with the funding requirements established under the Pension Protection Act of 2006 and to meet the requirements of Employee Retirement Income Security Act of 1974. During fiscal year 2021, the Organization contributed the required amount for the plan year.

The Plan was amended on January 1, 2019 to allow participants who have not previously commenced benefits to elect a lump-sum payment of their full vested benefit value if otherwise eligible to receive benefits under existing plan provisions, including the provision that the election must be made within the 180-days period commencing on the first day of the month on or next following termination of employment or be retirement eligible. The Plan was further amended effective January 1, 2020 to allow all vested terminated employees and retirement eligible who have not previously commenced benefits to elect lump sum payments. In addition, all previously available distribution options continue to be available.

The Organization also provides medical and dental benefits to retirees and their eligible dependents under The American Red Cross Life and Health Benefits Plan. Generally, retirees and the Organization each pay a portion of the premium costs. The medical and dental plans pay a stated percentage of expenses reduced by deductibles and other coverages. The Organization has the right to modify cost-sharing provisions at any time. In addition, life insurance benefits of $5,000 are provided with no contributions required from the retirees. The Organization's postretirement benefit plans are unfunded.

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Effective January 1, 2009, the Organization eliminated plan coverage (retiree medical and life benefits) for all future retirees that did not meet eligibility conditions as of that date. In addition, the plan was amended to transition Medicare eligible retirees to a private fee-for-service plan and to change the premium supplement tables and indexing effective July 1, 2009. Beginning in calendar year 2011, most Medicare eligible retirees were offered a Healthcare Reimbursement Account to utilize in purchasing individual coverage through an external exchange program through Aon Hewitt Retiree Exchange. Plans can vary from Medicare Advantage, Part D Prescription Drug, and Medicare Supplement Plans.

The following table presents the changes in benefit obligations, changes in Plan assets, and the composition of accrued benefit costs in the consolidated statements of financial position for the years ended June 30, 2021 and 2020 (in thousands):

	Pension benefits		Postretirement benefits	
	2021	2020	2021	2020
Changes in benefit obligations:				
Benefit obligations at beginning of year	$ 2,514,380	2,450,269	57,503	58,988
Service cost	24	42	15	27
Interest cost	80,700	90,437	1,445	1,968
Plan amendment	—	—	—	—
Actuarial (gain) loss	(25,924)	145,773	(1,101)	133
Benefits paid	(181,762)	(172,297)	(3,516)	(3,613)
Annuity purchase and reimbursements from insurance carriers	80	156	—	—
Benefit obligations at end of year	2,387,498	2,514,380	54,346	57,503
Changes in plan assets:				
Fair value of plan assets at beginning of year	2,412,180	2,010,272	—	—
Actual return on plan assets	25,298	449,049	—	—
Employer contributions	15,000	125,000	—	—
Benefits paid	(181,762)	(172,297)	—	—
Annuity purchase and reimbursements from insurance carriers	80	156	—	—
Fair value of plan assets at end of year	2,270,796	2,412,180	—	—
Funded status-accrued benefit costs	$ (116,702)	(102,200)	(54,346)	(57,503)

(Continued)

Pension-related changes other than net periodic benefit cost for 2021:

	Pension benefits	Postretirement benefits	Total
Prior service benefit	$ (2,727)	—	(2,727)
Amortized net loss (gain)	28,572	(747)	27,825
Net actuarial (gain) loss	(44,697)	3,903	(40,794)
	$ (18,852)	3,156	(15,696)

Pension-related changes other than net periodic benefit cost for 2020:

	Pension benefits	Postretirement benefits	Total
Prior service benefit	$ (2,727)	—	(2,727)
Amortized net loss (gain)	24,710	(1,302)	23,408
Net actuarial loss	207,152	2,787	209,939
	$ 229,135	1,485	230,620

Items not yet recognized as a component of net periodic benefit cost for 2021:

	Pension benefits	Postretirement benefits	Total
Unrecognized prior service credit	$ (15,606)	—	(15,606)
Unrecognized net actuarial loss	749,562	8,517	758,079
	$ 733,956	8,517	742,473

Items not yet recognized as a component of net periodic benefit cost for 2020:

	Pension benefits	Postretirement benefits	Total
Unrecognized prior service credit	$ (18,333)	—	(18,333)
Unrecognized net actuarial loss	733,438	8,163	741,601
	$ 715,105	8,163	723,268

(Continued)

Estimated amounts to be amortized into net periodic benefit cost over the next fiscal year are as follows:

	Pension benefits	Postretirement benefits	Total
Prior service credit	$ (2,727)	—	(2,727)
Net actuarial loss (gain)	28,572	(747)	27,825
	$ 25,845	(747)	25,098

The accumulated benefit obligation for the pension plan was approximately $2.4 billion and $2.5 billion as of June 30, 2021 and 2020, respectively.

The weighted average assumptions used to determine benefit obligations for 2021 and 2020 were as follows:

	Pension benefits		Postretirement benefits	
	2021	2020	2021	2020
Discount rate	3.42 %	3.37 %	2.70 %	2.60 %

The weighted average assumptions used to determine net benefit cost for 2021 and 2020 were as follows:

	Pension benefits		Postretirement benefits	
	2021	2020	2021	2020
Discount rate	3.37 %	3.88 %	2.60 %	3.45 %
Expected return on plan assets	4.75 %	6.00 %	—	—

The expected rate of return assumption on Plan assets was determined by considering current economic and market conditions and by reviewing asset class allocations, historical return analysis, and forward-looking capital market expectations. Asset class allocations were established by considering each class' risk premium commensurate for the level of risk, duration that matches the Plan's liabilities, and incremental diversification benefits. Historical returns and forward-looking capital market expectations were gathered from and compared among the Plan's investment managers and a sampling of the consultant community.

For measurement purposes, approximately a 6.25% annual rate of increase in the per capita cost of covered healthcare benefits was assumed for fiscal year 2021. For measurement purposes, approximately a 7.00% annual rate of increase in the per capita cost of covered healthcare benefits was assumed for fiscal year 2020. For both years the rate was assumed to decrease gradually to 4.50% through 2030 and remain at that level thereafter.

(Continued)

The components of net periodic benefit cost (credit) for the years ended June 30, 2021 and 2020 were as follows (in thousands):

	Pension benefits		Postretirement benefits	
	2021	2020	2021	2020
Service cost	$ 24	42	16	27
Interest cost	80,700	90,437	1,445	1,968
Expected return on plan assets	(95,919)	(114,910)	—	—
Amortization of prior service credit	(2,727)	(2,727)	—	—
Net amortization loss (gain)	28,572	24,709	(747)	(1,302)
Net periodic benefit cost (credit)	$ 10,650	(2,449)	714	693

Assumed healthcare cost trend rates have a significant effect on the amounts reported for the healthcare plans. A one-percentage-point change in assumed healthcare cost trend rates would have the following effects (in thousands):

	Point increase	Point decrease
Effect on total of service and interest cost components	$ 2	2
Effect on postretirement benefit obligation	63	(56)

There is no minimum funding requirement for the pension plan during the year ended June 30, 2021.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid, as of June 30, (in thousands):

	Pension benefits	Postretirement benefits
2022	$ 242,109	3,781
2023	173,661	3,739
2024	164,435	3,675
2025	162,869	3,615
2026	163,780	3,544
2027–2031	732,390	16,479
	$ 1,639,244	34,833

(Continued)

The Organization has investment guidelines for the Retirement System (the Plan) assets. The overall objective of the guidelines is to ensure the Plan's assets appropriately hedge the liability risks and also considering other market risks while ensuring that the portfolio income and liquidity are appropriate to meet the Plan's benefit payments and other expenses. The Plan's investments are designed in such manner that no single investment would have a disproportionate net impact on the plan funded status. The Plan's asset allocation is reviewed regularly with current market assumptions to realign the asset mix with the long-term investment goals for the Plan. (See note 4 for descriptions of the methodologies used to value Plan's assets, including discounted cash flow analysis, comparable analysis, or third-party appraisals. See note 4 for the definitions of Levels 1, 2, and 3.)

The Plan's assets were invested in the following categories at June 30, 2021 and 2020:

	Pension assets	
	2021	2020
Cash and short-term investments	49 %	12 %
Fixed income	41	72
Marketable and nonmarketable alternative funds	10	16
	100 %	100 %

The Plan's assets were within authorized asset allocation ranges at June 30, 2021 and 2020.

The following table represents pension plan assets that are measured at fair value on a recurring basis at June 30, 2021 (in thousands):

	June 30, 2021	Level 1	Level 2	Level 3	Measured at NAV(1)
U.S. government and sovereign securities	$ 849,650	—	849,650	—	—
Hedge funds	2,622	—	—	—	2,622
Private equity and debt	214,612	—	—	—	214,612
Derivative contracts	77,465	15,187	62,278	—	—
Cash and cash equivalents	1,126,447	3,013	1,123,434	—	—
Total plan assets	$ 2,270,796	18,200	2,035,362	—	217,234

(Continued)

The following table represents pension plan assets that are measured at fair value on a recurring basis at June 30, 2020 (in thousands):

	June 30, 2020	Level 1	Level 2	Level 3	Measured at NAV(1)
Fixed-income commingled funds	$ 155,384	—	155,384	—	—
Corporate obligations	526,782	—	526,782	—	—
Foreign government and sovereign securities	15,049	—	15,049	—	—
U.S. government and sovereign securities	1,036,170	—	1,036,170	—	—
Common and preferred stock	175	175	—	—	—
Hedge funds	207,004	—	—	—	207,004
Private equity and debt	179,152	—	—	—	179,152
Derivative contracts	12,705	4,278	8,427	—	—
Cash and cash equivalents	279,759	14,411	265,348	—	—
Total plan assets	$ 2,412,180	18,864	2,007,160	—	386,156

(1) Certain investments are measured at fair value using NAV as a practical expedient and have not been classified in the fair value hierarchy. The NAV amounts have been presented to permit reconciliation of the fair value hierarchy to the amounts presented as total plan assets.

In the above table, certain investment descriptions have been revised. The Organization had no reportable Level 3 transactions for its defined-benefit plan for both fiscal years ended June 30, 2021 and 2020, respectively.

On behalf of the Plan, the Organization transacts in a variety of derivative instruments, including exchange-traded products (ETNs and ETFs), forwards, swaps, options, and futures. Derivatives are used for investment purposes, such as hedging, replication, completion, diversification, and tail-risk reduction. Each instrument's primary underlying exposure is generally interest rates, equities, commodities, or currencies. Such contracts could involve counterparty risk to varying degrees (i.e., risk of loss from the possible inability of counterparties to meet the terms of their contracts). In the case of over-the-counter derivatives, collateralization and daily marks-to-market mitigate counterparty risk.

The Plan makes special use of derivatives to hedge (partially or fully) the interest rate exposure of its pension liabilities. The liabilities are valued via a "discount rate" of investment grade corporate bonds. Uncertainty of future discount rates adds variability to the Plan's funded status as liability valuations shift with rates. Hedging looks to reduce that risk. During the fiscal year ended June 30, 2021, the Plan used interest rate futures and treasury contracts to manage interest rate exposure and credit default swaps to manage the credit spread exposure. Management of interest rate exposure may change over time based upon a variety of factors, such as market conditions, perceived investment opportunities and risks, and investment goals and objectives.

(Continued)

The following table lists the notional/contractual amount of derivatives by contract type included in pension plan assets at June 30, 2021 and 2020 (in thousands):

Derivative type	2021	2020
Treasury contracts	$ 550,479	—
Interest rate contracts	225,851	513,892
Credit default swaps	2,150,000	1,153,607
Equity contracts	—	299,630

The following table lists fair value of derivatives by contract type included in pension plan assets as of June 30, 2021 and 2020 (in thousands):

	Derivative assets		Derivative liabilities	
Derivative type	2021	2020	2021	2020
Treasury contracts	$ 14,198	—	—	—
Interest rate contracts	9,578	4,329	(841)	(45)
Credit default swaps	54,530	13,159	—	153
Equity contracts	—	—	—	(4,893)
Fair value of derivatives included in investments	$ 78,306	17,488	(841)	(4,785)

The following table lists gains and losses on derivatives by contract type included in actual return on plan assets available for plan benefits as of June 30, 2021 and 2020 (in thousands):

	Realized gains/(losses)		Change in unrealized gains/(losses)	
Derivative type	2021	2020	2021	2020
Treasury contracts	$ (47,190)	—	19,091	—
Interest rate contracts	(15,493)	60,604	4,525	4,328
Credit default swaps	3,188	7,567	5,041	2,556
Equity contracts	—	54,302	—	(4,893)
Total	$ (59,495)	122,473	28,657	1,991

(Continued)

For the valuation of the Plan's derivative contracts at June 30, 2021, the Plan used significant other observable inputs as of the valuation date (Level 2), including prices of instruments with similar maturities and characteristics, interest rate yield curves, measures of interest rate volatility, and various market indices. The value was determined and adjusted to reflect nonperformance risk of both the counterparty and the Plan.

(b) American National Red Cross Savings Plan – 401(k) Plan

The Organization sponsors the American Red Cross Savings Plan (the Savings Plan), a defined-contribution plan. In general, employees are eligible to participate upon hire and vest in employer contributions on a three-year cliff schedule. Employer contributions include Red Cross match only. There were $32 million and $33 million in Red Cross employer contributions to the Savings Plan in 2021 and 2020, respectively.

(11) Receivables Securitization Program

The Organization has an asset securitization program. The program is structured to sell the eligible biomedical hospital account receivables, without legal recourse, to a third-party investor, through a wholly owned bankruptcy-remote special purpose entity that is consolidated for financial reporting purposes. The Organization continues servicing the sold receivables. Proceeds received under the securitization program are treated as secured borrowings. The maximum amount of the agreement is $125 million for years ended June 30, 2021 and 2020 and the total cost of the program approximates the 30-day LIBOR plus 1%. At June 30, 2021 and 2020, the amount of outstanding borrowings under the securitization program was $125 million and $119 million, respectively, and is included in other current liabilities on the statement of financial position.

(12) Commitments and Contingencies

(a) Litigation

The Organization is a defendant in a number of lawsuits incidental to its operations. In the opinion of management, the outcome of such lawsuits will not have a materially adverse effect on the Organization's financial position.

(b) Government Grants

Costs charged to the federal government under cost-reimbursement grants and contracts are subject to government audit. Therefore, all such costs are subject to adjustment. Management believes that adjustments, if any, would not have a significant effect on the consolidated financial statements.

(13) Subsequent Events

The Organization has evaluated subsequent events through the date the consolidated financial statements were issued, October 28, 2021.

9:20 A.M
03-22-23

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

ORDER ADMINISTRATIVELY CLOSING DELINQUENT OR UNPROGRESSED ESTATES

1. Pursuant to the provisions of West Virginia Code §44-2-19a, the County Commission entered an Order to Show Cause against the personal representative of the below estates on the 28th day of December, 2022, requiring the respective appointed personal representatives to file a statement within thirty (30) days after the mailing of the specific Order to Show Cause why the County Commission should not find the personal representative delinquent in his or her administration of the respective estate and why the County Commission should not remove the personal representative from office, administratively close the estate, or take such other action against the personal representative as may be proper as allowed by the laws of the State of West Virginia.

2. At a previous date, the County Clerk mailed a specific Order to the appointed personal representatives and to other interested parties, and more than thirty (3) days after the mailing of the specific Orders have elapsed.

3. The personal representatives are still delinquent in his or her administration of their respective estates, or the County Clerk has received no verified statement of the personal representatives, or upon review of any statement received by the County Clerk, the Clerk found and determined that good cause has not been shown.

4. At a previous date, the County Clerk mailed a Report and Notice to the appointed personal representatives and other interested parties so informing the personal representatives that GOOD CAUSE HAS NOT BEEN SHOWN and notifying the personal representatives and other interested parties of the hearing before the County Commission to be held on the **22nd** day of **March, 2023.**

5. A notice of the hearing before the County Commission to held the **22nd** day of **March, 2023** was published on the **7th** day of **March, 2023** in **Clarksburg Telegram** a newspaper of general circulation in this County in accordance with the provisions of law.

6. A hearing before the County Commission in this matter was held on the **22nd** day of **March, 2023**, at **9:20am** o'clock, at the Courthouse.

7. At the hearing, o good cause was shown by any person or otherwise known to the County Commission as to why the following estates should not be administratively closed.

NOW, THEREFORE, upon consideration of all the above, the County Commission **FINDS** that, pursuant to the provisions of the West Virginia Code §44-2-19a, the following estates are delinquent or have not been duly closed within a period of three years from the opening of such estates and in which no progress, or unsatisfactory progress, has been made towards the settlement of such estates, and the County Commission does herby **ORDER** that the appointed personal representatives appearing below are **REMOVED** from office and the below estates are **ADMINISTRATIVELY CLOSED**, all in accordance with the laws of the State of West Virginia. Any bond of the below named personal representatives who has been hereby removed, and the sureties or obligors thereon, shall remain and be open and liable for action in accordance with the law including the provisions of West Virginia Code §44-1-26.

Name of Decedent	Name of Personal Representative	Decedent's Date of Death	Status
Brelsford, James Alan	Donald Reed Brelsford	4/5/2019	**Removed and Closed**
Buck, Stephanie	Fred Michael Buck	10/24/2019	**Removed and Closed**
Butcher, Roy Stephen	Michael T. Butcher	9/3/2019	**Removed and Closed**
Davis, Madge Treclare	Tracey Cokeley	11/7/2019	**Removed and Closed**
Dye, Debra	Brian Scott Mitchell	9/6/2019	**Removed and Closed**
Goff, Teresa Inez	Danielle M. Johnson & Samantha L. Fuller	3/24/2019	**Removed and Closed**
Harris, Ilona P.	Travis L. Strader	10/14/2019	**Removed and Closed**
Horner, Brittney Mae	Donna May Hughes	5/19/2019	**Removed and Closed**
Kennedy, Scott	Heidi J. Kennedy	11/22/2019	**Removed and Closed**
Kirkpatrick, Glenn Joel	Charles A. Kirkpatrick	2/25/2019	**Removed and Closed**
Langford, James Edwin	Julie Noelle Langford Garvin	5/21/2019	**Removed and Closed**
Larry L. Lockwood	Shirley C. Oliverio	5/5/2019	**Removed and Closed**
Pete Joseph Male	Precious Sampson	6/8/2019	**Removed and Closed**
Steven Michael Meadows	James Meadows	10/3/2019	**Removed and Closed**
Ralph Raymond Murray	Elva Jean Murray	4/18/2018	**Removed and Closed**
Louis Carroll Palmer	John P. Rappold	9/17/2019	**Removed and Closed**
Paul David Pillo	Barbara Louise Pillo	4/29/2019	**Removed and Closed**
William Harold Posey	Harold David Posey	10/10/2019	**Removed and Closed**
Leslie Robin Shipley	Elizabeth Donley & Michael Frankenberger	8/5/2019	**Removed and Closed**
William James Sigler	James Ryan Sigler	5/31/2019	**Removed and Closed**
Christine M. Starcher	Wendy Bullock	6/17/2019	**Removed and Closed**
Jerry Wayne Walls	Eric Hensil	11/3/2018	**Removed and Closed**
Margaret Louise Watson	Edward Allen Steele	4/11/2019	**Removed and Closed**

Joyce Ann White	Dixie Smith	7/24/2019	**Removed and Closed**
Joe Alan Yost	Michael T. Yost	9/2/2019	**Removed and Closed**

All of which is accordingly ADJUDGED, ORDERED, and DECREED this _____ day of _____, 20____.

_____
County Commissioner, President

_____
County Commissioner

_____
County Commissioner

9:30 A.M
03-22-2023

Property Owners Name	Danny + traci Swiger (Cpamants)			Case 506	
Address	21 main street, Wallace, WV 26448				
Address of Property In Review	73 Main St., Wallace WV 26448 (14)			Map: 2203 Parcel: 112	
Date of Complaint	9/26/22	Date of Notice of hearing	1/31/2023	Date of Certified Mail	
Date of 1st Notice	9/26/22	Date of Certified Letter	1/31/2023	Date of Served Process to Sheriff	
Date of Certified Letter sent	9/26/22	Date of Served Process to Sheriff	1/31/2023	Received Date of Certified Mail	
Date of Served Process to Sheriff	9/26/22	Received Date of Certified Letter	2/3/2023	Received Date of Served Process	
Received Date of Certified Letter	UNC	Received Date of Served Process		Date File transferred to Legal	
Received Date of Served Process	10/11/22	Hearing Date @ 9:30 Am	3/22/2023	Court Date and Time	
Time for Correction	11/15/22	Action Taken @ Hearing		Hearing Outcome	
Extended Time		Date of Certified Mail			
		Date of Served Process to Sheriff			
		Date of Received Certified Mail			
		Received Date of Served Process			
		Extended Time			

Notes:

HARRISON COUNTY PLANNING DEPARTMENT
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

PHONE (304) 624-8690
FAX (304) 626-1070

Case#: 506

Cert #: 7018 1830 0001 3940 9796

Date: Sept 26, 2022

Property Owner/Address
Danny & Traci Swiger
21 Main Street
Wallace, WV 26448

Identification/Location of Property
District: 14
Tax Map: 2203
Parcel: 112
73 Main ST., Wallace, 26448

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. **Trash, Garbage and Rubbish scatter throughout property.**

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

BY: _____

James Richards, Code Officer

Feb 25, 2022 12:50:20 PM

Jan 6, 2023 1:06:34 PM

Parcel ID	17-14-2203-0117-0000	Tax Year	2022	County	Harrison	Date	9/26/2022
Root PID	17142203011700000000						

Property Owner and Mailing Address

Owner(s)	SWIGER JUNIOR F & MARY LOU
Mailing Address	21 MAIN ST, WALLACE, WV 26448

Property Location

Physical Address	
E-911 Address	21 MAIN ST WALLACE WV 26448
Parcel ID	17-14-2203-0117-0000
County	17 - Harrison
District	14 - Sardis-Outside District
Map	2203 (Click for PDF tax map)
Parcel No.	0117
Parcel Suffix	0000
Map View Link	https://mapwv.gov/parcel/?pid=17-14-2203-0117-0000

General Information

Tax Class	Book / Page	Deeded Acres	Calculated Acres	Legal Description
2	1021 / 0997	0.120	0.14	2 LOTS 20 PT 19 WALLACE INC PAR 118
			0.14	

Cost Value

Dwelling Value	$22,100
Other Bldg/Yard Values	$3,930
Commercial Value	---

Appraisal Value

Land Appraisal	$3,600
Building Appraisal	$26,000
Total Appraisal	$29,600

Building Information

Property Class	R - Residential
Land Use	101 - Residential 1 Family
Sum of Structure Areas	1,008
# of Buildings (Cards)	1

Card	Year Built	Stories	CG	Architectural Style	Exterior Wall	Basement Type	Square Footage (SFLA)	Building Value
1	1900	1	11	Conventional	Aluminum	None	1,008	$22,100
							1,008	$22,100

Parcel ID	17-14-2203-0112-0000	Tax Year	2022	County	Harrison	Date	9/26/2022
Root PID	17142203011200000000						

Property Owner and Mailing Address

Owner(s)	SWIGER DANNY & TRACI
Mailing Address	73 MAIN ST, WALLACE, WV 26448

Property Location

Physical Address	73 MAIN ST WALLACE 26448
E-911 Address	73 MAIN ST WALLACE WV 26448
Parcel ID	17-14-2203-0112-0000
County	17 - Harrison
District	14 - Sardis-Outside District
Map	2203 (Click for PDF tax map)
Parcel No.	0112
Parcel Suffix	0000
Map View Link	https://mapwv.gov/parcel/?pid=17-14-2203-01 -0000

General Information

Tax Class	Book / Page	Deeded Acres	Calculated Acres	Legal Description
3	1710 / 105	0.100	0.10	1 LOT 25 PARRISH ADD
			0.10	

Cost Value

Dwelling Value	$1,600
Other Bldg/Yard Values	$0
Commercial Value	---

Appraisal Value

Land Appraisal	$3,000
Building Appraisal	$1,600
Total Appraisal	$4,600

Building Information

Property Class	R - Residential
Land Use	101 - Residential 1 Family
Sum of Structure Areas	973
# of Buildings (Cards)	1

Card	Year Built	Stories	CG	Architectural Style	Exterior Wall	Basement Type	Square Footage (SFLA)	Building Value
1	1900	1	0M	Conventional	Aluminum	None	973	$1,600
							973	$1,600

Views | Layers | Search

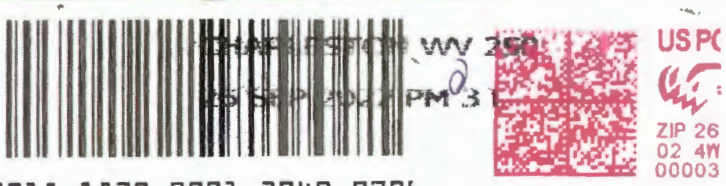
Public | Expert | Risk MAP | Flood | Reference | Basemaps | Address | 51 main st wallace





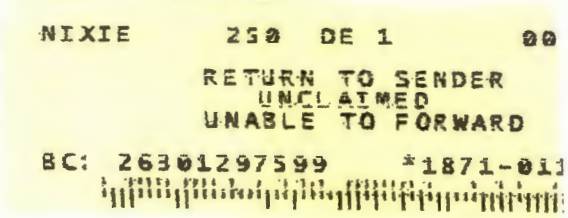


HARRISON COUNTY PLANNING COMMISSION
COURTHOUSE
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301



9/28
10/3
R 10/13 UNC

Danny & traci Swiger
21 main
Wallace



9326010521030029 UNC
26448305228215

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 179230
Process # CIV22-06217
Docket # 506
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }

harrison co planning commission
Plaintiff
- vs -
danny swiger; traci swiger
Defendants

IN PERSON

I hereby certify that on the **26th day of September, 2022**, **a ptrash garbage and rubbish scatter throughout property**, in the above entitled action, came into my hand for service. That on the **11th day of October, 2022** at **3:38 PM**, in said county, **I did serve the documents on DANNY & TRACI SWIGER** .
Served the within **a ptrash garbage and rubbish scatter throughout property** on the within named **SWIGER, DANNY & TRACI** by delivering a copy of the within **a ptrash garbage and rubbish scatter throughout property** to him/her in person at **21 MAIN ST, WALLACE, WV 26448** in Harrison County, West Virginia, on the **11th day of October, 2022** at **3:38 PM**.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202207096
HARRISON COUNTY PLANNING COMMISSION
301 W MAIN ST, CLARKSBURG, WV 26301

Comments

Date Returned ~~10/11/22~~

Signed Sandra Mikes **Date** 10-11-2022

~~Robert Matheny~~
Harrison County
By: Sandra Mikes
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945

HARRISON COUNTY PLANNING DEPARTMENT
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

PHONE (304) 624-8690
FAX (304) 626-1070

Case#: 506

Cert #: 7018 1830 0001 3940 9796

Date: Sept 26, 2022

Property Owner/Address
Danny & Traci Swiger
21 Main Street
Wallace, WV 26448

Identification/Location of Property
District: 14
Tax Map: 2203
Parcel: 112
73 Main ST., Wallace, 26448

An initial determination has been made that you have created a public nuisance because of the condition of the referenced property. The problems noted are:

1. **Trash, Garbage and Rubbish scatter throughout property.**

You are requested to correct these conditions within thirty (30) days from the date of the receipt of this letter. Failure to correct these conditions within (30) days from the date of receipt of this notice shall be cause for the Harrison County Commission to conduct a show cause hearing to determine if a nuisance exists. Upon such determination, the County Commission may seek an injunction in circuit court to abate the nuisance. In the event that removal by the Harrison County Commission is necessary, the property owner may be liable for all expenses incurred by Harrison County.

Information concerning this ordinance can be obtained from the office of the Harrison County Planning Department, located:

Harrison County Courthouse
301 West Main Street
Clarksburg, WV, 26301
Telephone (304) 624-8690

HARRISON COUNTY PLANNING COMMISSION

BY: _____
James Richards, Code Officer

SEP 2 6 2022

06217



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
304-624-8500
FAX 304-624-8673

COMMISSIONERS
DAVID L. HINKLE
SUSAN J. THOMAS
PATSY TRECOST II

Danny and Traci Swiger
21 Main Street
Wallace, WV 26448
District 14 Tax Map 2203 Parcel 112
Case #506 Wallace

January 31, 2023

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on Wednesday, March 22, 2022 at 9:30 a.m. at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County Courthouse. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and little or no action has been commenced to resolve these violations. If you have any questions on this matter, please contact me at the above phone number of address.

Charlotte Shaffer, Planning Director

7018 1830 0001 3940 4982

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$
Sent To
Danny & Traci Swiger
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
Jan. 31, 2023

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DANNY & TRACI SWIGER
21 MAIN STREET
WALLACE, WV 26448

9590 9402 4664 8323 2208 51

2. Article Number (Transfer from service label)
7018 1830 0001 3940 4982

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Danny Swiger ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
Danny Swiger

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

9:35 A.M
03-22-23

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application and return it to the Harison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.gov *m; Question: 304-624-8500*
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: March 3, 2023

Organization Name: WVU Foundation

Name and Title of Requester: Herb Linn

Mailing Address of Organization and Responsible Person:

One Waterfront Place 7th Floor PO Box 1650 Morgantown, WV 26507
If approved, this is where the check will be sent

Telephone: 304-284-4000 Fax: _____ E-mail: _____

FEIN# 55-6017181 Is your organization an IRS S0l(c) 3 not-for-profit? Y N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ 158,174

Dollar Amount REQUESTED - Grant: $ 2,000 Loan: $ _____

Was project funded previously by HCC? Y N If so, when _____; how much: $ _____

Have you previously received funds from the Harrison County Commisson: y N
If Yes, how much? If funded multi years - list by fiscal year?
When: _____; how much: $ _____
When: _____; how much: $ _____
When: _____; how much: $ _____

Purpose of request (one sentence): Support for a Benedum-funded project addressing substance use disorder in Harrison County

If for a fair/festival/event, give dates and location: Date: April 17, 2023 Location: Clarksburg Baptist Church 501 W. Pike Street Clarksburg WV 26301

Describe the proposed activities with dollar amounts to be funded by this request:
Support for a Harrison County Community Meeting featuring a morning session with guest speakers, and a professionally facilitated afternoon working meeting involving substance use disorder care and support providers discussing strategies to strengthen the overall awareness and referral relationships and interactions among providers working together as a network or system of care.

Are your financial statements audited by an outside accounting firm? Y N
If Yes, by whom: Forvis

Do you plan to recognize the Harrison County Commission's contribution? Y N
If Yes, how?
Yes. HCC will be listed as a co-sponsor of the April 17 meeting, and of the overall project in communication and promotional materials.

WVU Foundation agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from WVU Foundation, the recipient of funding from the Harrison County Commission hereunder, that WVU Foundation shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that WVU Foundation agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current list of Board of Directors with addresses
3. list other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant Laura Severt Controller **Date.** 3/6/2023

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: _____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Name of Organization/Applicant _____

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION: $ _____

ITEMIZED EXPENSES FOR THE AMOUNT RECEIVED FROM THE HCC (ATTACH EXTRA SHEETS IF NECESSARY OR DETAILED STATEMENT OF REVENUED AND EXPENSES RELATED THERETO):

	$
	$
	$
	$
	$
TOTAL	$

NAME OF PROJECT/EVENT: _____

TOTAL PROJECT/EVENT INCOME AND EXPENSES: (ATTACH EXTRA SHEETS IF NECESSARY OR A DETAILED STATEMENT OF REVENUES AND EXPENSES RELATED THERETO):

INCOME SOURCE:		$
		$
		$
	TOTAL	$
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

LIST ALL CONTRIBUTORS TO THIS PROJECT/EVENT: (ATTACH EXTRA SHEETS IS NECESSARY)

	$
	$
	$
	$
TOTAL	$

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

_____ _____

Applicant Date

WEST VIRGINIA UNIVERSITY
FOUNDATION

West Virginia University Foundation, Incorporated
Statements of Financial Position
Preliminary & Unaudited

	12/31/22	06/30/22
Assets		
Cash and cash equivalents	$ **87,185,662**	$ 117,590,890
Contributions receivable, net	**64,707,487**	69,722,607
Other receivables, net	**3,797,078**	3,705,842
Investments carried at fair value	**2,459,423,823**	2,418,520,143
Land, building, and equipment, net	**12,490,213**	13,131,667
Beneficial interest in external trusts at fair value	**38,121,543**	36,879,384
Other assets	**6,977,386**	7,392,414
Total assets	$ **2,672,703,192**	$ 2,666,942,947
Liabilities and Net Assets		
Liabilities		
Notes Payable	$ **13,247,315**	$ 13,843,196
Accounts payable and other liabilities	**4,896,222**	7,502,060
Accrued retirement benefits & deferred compensation	**1,335,844**	1,363,115
Annuities payable	**11,002,174**	11,871,384
Funds held in custody for others	**1,421,775,849**	1,387,756,580
Total liabilities	**1,452,257,404**	1,422,336,335
Net assets		
Without donor restrictions	**51,080,503**	56,790,975
With donor restrictions		
Non-endowed	**268,508,596**	285,297,117
Endowed	**900,856,689**	902,518,520
Total with donor restrictions	**1,169,365,285**	1,187,815,637
Total net assets	**1,220,445,788**	1,244,606,612
Total liabilities and net assets	$ **2,672,703,192**	$ 2,666,942,947

WEST VIRGINIA UNIVERSITY
FOUNDATION

West Virginia University Foundation, Incorporated
Statements of Activity
Preliminary & Unaudited

	Six Months Ended December 31, 2022			Six Months Ended December 31, 2021		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and gains						
Contributions	$ 903,433	$ 34,361,389	$ 35,264,822	$ 168,858	$ 71,277,489	$ 71,446,347
Investment earnings						
Net interest and dividends	8,223,423	(560,463)	7,662,960	7,400,942	(2,500,919)	4,900,023
Net realized gains	371,728	15,235,989	15,607,717	5,444,943	39,523,002	44,967,945
Net unrealized gains (losses)	(4,686,199)	(14,268,601)	(18,954,800)	2,733,194	14,543,311	17,276,505
Investment earnings	3,908,952	406,925	4,315,877	15,579,079	51,565,394	67,144,473
Lease revenue	987,500	-	987,500	987,500	-	987,500
Other revenue	2,399,526	4,038,868	6,438,394	2,445,123	3,137,626	5,582,749
Advancement fees	1,061,499	(875,185)	186,314	1,299,010	(1,043,972)	255,038
Net assets released from restrictions	57,224,708	(57,224,708)	-	36,274,302	(36,274,302)	-
Total revenues and gains	66,485,618	(19,292,711)	47,192,907	56,753,872	88,662,235	145,416,107
Expenses and support						
University support						
Scholarships	9,085,007	-	9,085,007	5,731,446	-	5,731,446
Salaries and benefits	23,830,459	-	23,830,459	11,121,942	-	11,121,942
Travel	1,315,852	-	1,315,852	350,988	-	350,988
Meetings and events	2,063,956	-	2,063,956	1,180,034	-	1,180,034
Professional services	1,868,314	-	1,868,314	1,670,460	-	1,670,460
Capital projects and equipment	13,770,373	-	13,770,373	11,378,911	-	11,378,911
Supplies & materials	2,727,193	-	2,727,193	2,418,507	-	2,418,507
Other support	3,062,588	-	3,062,588	2,456,682	-	2,456,682
Total University Support	57,723,742	-	57,723,742	36,308,970	-	36,308,970
Foundation support						
Fundraising	7,269,933	-	7,269,933	6,592,549	-	6,592,549
Fiduciary	3,687,012	-	3,687,012	3,193,037	-	3,193,037
Transfers to University and affiliates	2,580,000		2,580,000	450,000	-	450,000
Total Foundation support	13,536,945	-	13,536,945	10,235,586	-	10,235,586
Interest, depreciation & other						
Occupied asset	49,288	-	49,288	49,288	-	49,288
Leased assets	886,115	-	886,115	878,409	-	878,409
Total interest, depreciation & other	935,403	-	935,403	927,697	-	927,697
Total expenses & support, before provision & revaluation	72,196,090	-	72,196,090	47,472,253	-	47,472,253
Provision for uncollectible receivables	-	183,399	183,399	-	2,360,382	2,360,382
Net loss (gain) on revaluation of external trusts	-	(1,269,778)	(1,269,778)	-	1,063,806	1,063,806
Net loss (gain) on revaluation of annuities payable	-	244,020	244,020	-	(167,596)	(167,596)
Total expenses, support and transfers	72,196,090	(842,359)	71,353,731	47,472,253	3,256,592	50,728,845
Change in net assets	(5,710,472)	(18,450,352)	(24,160,824)	9,281,619	85,405,643	94,687,262
Net assets at beginning of period	56,790,975	1,187,815,637	1,244,606,612	68,641,167	1,140,494,104	1,209,135,271
Net assets at end of period	$ 51,080,503	$ 1,169,365,285	$ 1,220,445,788	$ 77,922,786	$ 1,225,899,747	$ 1,303,822,533

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
April 8, 2022
Employer ID number:
55-6017181
Form 990 required:
990, Yes
Person to contact:
Name: V Rackley
ID number: 0727576

WEST VIRGINIA UNIV FOUNDATION INC
ONE WATERFRONT PLACE 7TH FLOOR
MORGANTOWN, WV 26501-5978

Dear Sir or Madam:

We're responding to your request dated May 27, 2021, about your tax-exempt status.

We issued you a determination letter in June 1960, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Donors may be eligible to deduct contributions they make to you under IRC Section 170(c)(5) if the contributions are voluntary and are made to a cemetery whose funds are irrevocably dedicated to the care of the cemetery as a whole. Donors can't deduct contributions they make to you for the perpetual care of a particular lot or crypt. Also, donors can't deduct payments they make to you as a part of the purchase price of a burial lot or crypt, even though irrevocably dedicated to the perpetual care of the cemetery as a whole.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

WVU FOUNDATON, INC

FY23 BOARD OF DIRECTORS

DIRECTOR / ADDRESS	YEAR ELECTED
Olaolu "Ola"Adekunle Fairfax, VA	2019
George Bicher Greenwich, CT	2022
Valentina "Tina" Bigalke McKinney, TX	2020
Susan S. Brewer Morgantown, WV	2010
Marcia A. Broughton Secretary, Clarksburg, WV	2009
Natalie Bush McLean, VA	2020
Kim Craig Morgantown, WV	2021
Michael "Mike" Escue New York, NY	2017
John B. Gianola Chair Posthumous, Charleston, WV	2009
Kevin Given Vero Beach, FL	2020
Terri Hornsby Richmond, TX	2021
Robert Johnson Dallas, TX	2019
Kerri Knotts Spring, TX	2021
Pamela Maphis Larrick Acting Chairman, Vero Beach, FL	2008
Jane McNeer Durham, NC	2021
Robert O. "Bob" Orders, Jr. Immediate Past Chairman, Saint Albans, WV	2011
Alexis Constanzo Pugh Winter Park, FL	2015
J. Wayne Richards Richmond, TX	2016
Bradford "Brad" Ritchie Charleston, WV	2022
Penelope "Penni" F. Roll Oakton, VA	2014
Cynthia L. Roth Morgantown, WV	—
David Santee Marble Falls, TX	2017
William "Bill" Sheedy Vice Chairman, San Maeto, CA	2016

WVU FOUNDATON, INC

Kevin Sidow Pittsburgh, PA	2018
George S. Weaver, III Lancaster, PA	2014
Roderick "Rod" Young Richmond, VA	2022

9:40 AM
03-22-23

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application and return it to the Harison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.gov *; Questian: 304-624-8500*
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: 2/1/2023

Organization Name: Harrison County WV Historical Society

Name and Title of Requester: Lori Hostutler, Secretary, Board of Directors

Mailing Address of Organization and Responsible Person:
445 West Main Street Suite 150 Clarksburg WV 26301
If approved, this is where the check will be sent

Telephone: _____ Fax: _____ E-mail: hcwvhs@gmail.com

FEIN# _____ Is your organization an IRS 501(c) 3 not-for-profit? (Y) N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ _____

Dollar Amount REQUESTED - Grant: $ 6500.00 Loan: $ _____

Was project funded previously by HCC? (Y) N If so, when 2022 ; how much: $ _____

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2022 ; how much: $ 6500.00
When: _____ ; how much: $ _____
When: _____ ; how much: $ _____

Purpose of request (one sentence): These funds will cover operational costs.

If for a fair/festival/event, give dates and location: Date: _____ Location: _____

Describe the proposed activities with dollar amounts to be funded by this request:
please see attached letter

Are your financial statements audited by an outside accounting firm? (Y) N
If Yes, by whom: Paula Bomhoff

Do you plan to recognize the Harrison County Commission 's contribution? (Y) N
If Yes, how? Will announce in newsletter and in any events

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) Harrison County WV Historical Society agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) Harrison County WV Historical Society, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Harrison County WV Historical Society shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) Harrison County Historical Society agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant Lori Hostutler, Secretary **Date** 2/1/2023

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Name of Organization/Applicant _____

FINAL REPORT OF THE SPECIAL FUNDING REQUEST

AMOUNT RECEIVED FROM THE HARRISON COUNTY COMMISSION:	$
ITEMIZED EXPENSES FOR THE AMOUNT RECEIVED FROM THE HCC (ATTACH EXTRA SHEETS IF NECESSARY OR DETAILED STATEMENT OF REVENUED AND EXPENSES RELATED THERETO):	
	$
	$
	$
	$
	$
TOTAL	$

NAME OF PROJECT/EVENT: _____

TOTAL PROJECT/EVENT INCOME AND EXPENSES: (ATTACH EXTRA SHEETS IF NECESSARY OR A DETAILED STATEMENT OF REVENUES AND EXPENSES RELATED THERETO):		
INCOME SOURCE:		$
		$
		$
	TOTAL	$
EXPENSE ITEM:		$
		$
		$
	TOTAL	$

LIST ALL CONTRIBUTORS TO THIS PROJECT/EVENT: (ATTACH EXTRA SHEETS IS NECESSARY)	
	$
	$
	$
	$
TOTAL	$

I CERTIFY THAT THE ABOVE INFORAMTION IS CORRECT

_____ _____

Applicant Date

Harrison County WV Historical Society

It takes a community to preserve its history

February 1, 2023

Laura Pysz, County Administrator
Harrison County Commission
301 West Main Street
Clarksburg WV 26301

Dear Ms. Pysz,

The Harrison County WV Historical Society (HCWVHS) is requesting $6500.00 from the Harrison County to help support the ongoing work of the Society.

Anticipated projects for this summer include the rehabilitation of the windows at the Vance House on Main Street in collaboration with Preservation Alliance of West Virginia. That project is still in the planning stages but will help ensure the long-term preservation of the historic home. HCWVHS' display space in our office in the Board of Education building (former Dominion HQ) will be upgraded with new exhibition cases and displays. We also plan to create a display at the Vance House. Our two sites have been included as stops in the plan to bring historical tours to Clarksburg that is being developed by the City and Visitors Bureau. While planning and labor are donated, real expenses exist. Work on the Vance House will be ongoing for some time to come. The windows are a needed step to secure the building, but more interior work is needed as well.

In addition to the above-mentioned projects, one of our primary goals is the documentation of our collection. We were finally able to procure a part-time AmeriCorps service member to continue with that work. Unfortunately, at the end of December she left to improve her earnings elsewhere. Full time staff are needed long term to avoid interruptions in our progress.

Funding from the County will allow us to keep the Vance House stable and prepare for upcoming tour groups. It will help us to pay the utilities and security costs there. Investment from the city will also help us support cataloging and other administrative work of the HCWVHS in the absence of full-time staff.

Some notes about our budget and financial statement:

- The balance in Home FCU represents funding for a grant dedicated to organizational materials, archival supplies and display space renovation.
- The money in the Truist account has the balance it does because we received two PPP grants during the pandemic as well as a CARES grant and ARP funding. Combined, those four grants represent approximately $38,000 over the last three years. The money from the endowment is another $10,000 for our display space.
- The investment account and inputs of money under income in the summary are skewed because the HCWVHS transferred money from CDs we have held into an investment account. It is not really income. After years of little to no growth in the CDs, the HCWVHS decided to try investing the funds. The CDs have been held historical society for decades and we never touched them.

P.O. Box 4695, Bridgeport, WV 26330
123 West Main Street, Clarksburg, WV 26301
304-709-4902
hcwvhs@gmail.com
www.harrisoncowvhistoricalsociety.org

It is essentially an emergency fund for the Vance House. We are beholden to the State Historic Preservation Office to maintain the property to strict standards due to grants received from them in the past.

- The largest income from donations was $7500 which represented $6500 from the Harrison County Commission and $1,000 from the City of Clarksburg. $4000 in donations came from our own board members.

So, while it looks like we have sufficient funding, much of it is dedicated to specific projects. Without the pandemic grants we would have run out of funds some time ago. Those grants will not be coming around again. We are hoping that the funds available, basically $16,000, can help sustain us the next few years.

Our organization faces many challenges, but we are resolved to grow and develop. We are looking to the county and the city to ensure that our organization and the Clarksburg History Museum remain viable. We look forward to discussions to meet that goal.

Thank you for your consideration. Please let us know if you have any questions.

Sincerely,

Lori

Lori Hostuttler
Secretary, HCWVHS
on behalf of the HCWVHS Board of Directors

President, Jim Crim, Clarksburg
Vice-President, Pete Taylor, Clarksburg
Secretary, Lori Hostuttler, Clarksburg
Treasurer, Sherri Heavner, Meadowbrook
Board Member, Ann Davis, Clarksburg
Board Member, Laura Goff Davis, Clarksburg
Board Member, Victor Folio, Clarksburg
Board Member, Ryan Kennedy, Clarksburg
Board Member, Carol Schweiker, Bridgeport

Encl.
Financial Summary, Projected Budget, IRS 990, Board List

Harrison County WV Historical Society
Board of Directors

James Crim, President
844 South Chestnut Street
Clarksburg, WV 26301
jcrim834@aol.com
304-669-7561

Pete Taylor, Vice-President
204 Ridge Road
Clarksburg, WV 26301
ltcpataylor@yahoo.com

Lori Hostuttler, Secretary
115 Roosevelt Road
Clarksburg, WV 26301
lori.hostuttler@gmail.com
304-626-5092

Sherri Heavner, Treasurer
616 Jewel City Blvd
Meadowbrook, WV 26404
beverlyraye9@gmail.com
304-677-9033
304-739-2685

Ann Davis, Board Member
101 Rodney Street
Clarksburg, WV 26301
annbyrn@ma.rr.com

Laura Goff Davis, Board Member
P.O. Box 707
Clarksburg, WV 26302-0707
omfarm707@gmail.com
304-624-4535
304-931-4233

Victor Folio, Board Member
202 East Main Street
Clarksburg WV 26301
vfolio@aol.com
304-669-0688

Ryan Kennedy, Board Member
600 Baver Street
Clarksburg WV 26301
kennedykompound@hotmail.com

Carol Schweiker, Board Member
709 Pennsylvania Avenue
Bridgeport, WV 26330
carol@aagg.com
304-842-4336

Harrison County WV Historical Society Projected Budget

Expense Category	2023 budget
Internet/Building Security	600
Administrative	500
Advertisting	100
Association Fees	200
Americorps	6500
Public Education	500
Postage	60
Printing and Reproduction	600
Rent	1200
Tax Filing	25
Tax Preparation	375
Insurance	2500
Windows Project	5000
Lawn Care	600
Utilities	2500
	21260

Income Sources	2022
Grants	7500
Royalties	650
Membership	60
Interest	32
Donations	3500
Fundraisers	1000
	12742

Summary - Last year

1/1/2022 through 12/31/2022

Category	1/1/2022-12/31/2022
INCOME	
Dividends	451.89
Donation	4,601.66
Fundraiser	1,084.00
Grant	7,500.00
Interest Inc	32.23
Membership	110.00
Other Inc	
Gain	1,431.87
TOTAL Other Inc	1,431.87
Royalties	671.17
Transfer	0.00
Investment Account	10,172.05
TOTAL Transfer	10,172.05
TOTAL INCOME	**26,054.87**
EXPENSES	
Uncategorized	0.00
Administrative	1,137.86
Banking	30.00
TOTAL Administrative	1,167.86
Advertising (Business)	350.81
Association Fees	100.00
Building Maitenance	530.00
Education	
Lodging	575.85
Public Education	1,296.00
TOTAL Education	1,871.85
Entertainment	
Meals	59.06
TOTAL Entertainment	59.06
Fees & Charges	466.76
Bank Fee	47.00
TOTAL Fees & Charges	513.76
Financial	
Investment	5,030.00
TOTAL Financial	5,030.00
Fundraising	431.39
Grant Match	1,500.00
Insurance (Business)	2,029.00
Loss	6,668.79
Office Expenses (Business)	408.93
Payroll	1,782.71
Postage and Delivery (Business)	105.05
Pnnting and Reproduction (Business)	735.47
Professional Membership Fee	148.00
Refund	-1.00
Reimbursement	-240.00
Rent	1,200.00
Security	444.41

Summary - Last year

1/1/2022 through 12/31/2022

Category	1/1/2022-12/31/2022
Tax	
Tax Filing Fee	25.00
TOTAL Tax	25.00
Tax Preparation	925.00
Taxes (Business)	1,321.75
Utilities (Business)	
Electric	799.17
Gas	1,435.41
Internet (Business)	24.10
TOTAL Utilities (Business)	2,258.68
Workman's Compensation	607.80
TOTAL EXPENSES	**29,974.32**
TRANSFERS	
FROM CD 12-17 MONTHS XX6210	5,030.50
FROM Chase Checking	5,317.72
TO Chase Checking	-5,030.50
TO Truist	-5,317.72
TOTAL TRANSFERS	**0.00**
OVERALL TOTAL	**-3,919.45**

Account Balances - As of 12/31/2022

Account	12/31/2022 Balance
Bank Accounts	
CD 12-17 MONTHS XX6210	0.00
CD 12-17 MONTHS XX7527	0.00
CD 180-364 DAYS XX3864	0.00
CD 24-35 MONTHS XX1157	0.00
CD 60-83 MONTHS XX6021	0.00
Chase Checking	0.00
Equitable Advisors, LLC	23,952.13
Home Federal Credit Union	10,265.24
Homefcu Savings	3,005.00
Truist	16,508.75
TOTAL Bank Accounts	**53,731.12**
OVERALL TOTAL	**53,731.12**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 24 2012

HARRISON COUNTY WEST VIRGINIA
HISTORICAL SOCIETY INC
PO BOX 4695
BRIDGEPORT, WV 26330

Employer Identification Number:
37-1663211
DLN:
17053075319002
Contact Person:
FELICIA JOHNSON ID# 31287
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
Decmber 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 31, 201
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Paula L. Bomhoff Tax Consultant
P.O. Box 444
Clarksburg, WV 26302
(304) 622-5358
pbomhoff@frontier.com

November 11, 2022

HARRISON COUNTY WEST VIRGINIA HISTORICAL SOCIETY INC
445 WEST MAIN STREET, #150
CLARKSBURG, WV 26301

Dear Client,

Enclosed is the 2021 U.S. Form 990-EZ, Return of Organization Exempt from Income Tax, for HARRISON COUNTY WEST VIRGINIA HISTORICAL SOCIETY INC for the tax year ending December 31, 2021.

Your 2021 U.S. Form 990-EZ, Return of Organization Exempt from Income Tax, return will be electronically filed.

We very much appreciate the opportunity to serve you. If you have any questions regarding this return, please do not hesitate to call.

Sincerely,

PAULA L. BOMHOFF

2021 Exempt Organization Business Tax Return
prepared for:

HARRISON COUNTY WEST VIRGINIA HISTORICAL SOCIETY INC
445 WEST MAIN STREET, #150
CLARKSBURG, WV 26301

Paula L. Bomhoff Tax Consultant
P.O. Box 444
Clarksburg, WV 26302

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form, as it may be made public.

▶ Go to *www.irs.gov/Form990EZ* for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning , 2021, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: HARRISON COUNTY WEST VIRGINIA HISTORICAL SOCIETY INC

Number and street (or P.O. box if mail is not delivered to street address): 445 WEST MAIN STREET — Room/suite: 150

City or town, state or province, country, and ZIP or foreign postal code: CLARKSBURG, WV 26301

D Employer identification number: 37-1663211

E Telephone number: 3046779033

F Group Exemption Number ▶

G Accounting Method: ☒ Cash ☐ Accrual Other (specify) ▶

I Website: ▶ N/A

J Tax-exempt status (check only one) – ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

H Check ▶ ☒ if the organization is not required to attach Schedule B (Form 990).

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ . . . . . ▶ $ 64,243.

Part I **Revenue, Expenses, and Changes in Net Assets or Fund Balances** (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I . . . . . ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	55,695.
	2	Program service revenue including government fees and contracts		2	1,007.
	3	Membership dues and assessments		3	930.
	4	Investment income		4	361.
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less: direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)		7c	
	8	Other revenue (describe in Schedule O) See. Line 8 Stmt.		8	6,250.
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶		9	64,243.
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	17,333.
	13	Professional fees and other payments to independent contractors		13	875.
	14	Occupancy, rent, utilities, and maintenance		14	3,157.
	15	Printing, publications, postage, and shipping		15	701.
	16	Other expenses (describe in Schedule O) See. Line 16. Stmt.		16	19,598.
	17	**Total expenses.** Add lines 10 through 16 ▶		17	41,664.
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)		18	22,579.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	104,059.
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶		21	126,638.

Part II **Balance Sheets** (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II . . . . . ☐

		(A) Beginning of year		(B) End of year
22	Cash, savings, and investments	34,059.	22	56,638.
23	Land and buildings	70,000.	23	70,000.
24	Other assets (describe in Schedule O)		24	
25	**Total assets**	104,059.	25	126,638.
26	**Total liabilities** (describe in Schedule O)		26	
27	**Net assets or fund balances** (line 27 of column (B) **must** agree with line 21)	104,059.	27	126,638.

Part III **Statement of Program Service Accomplishments** (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III . . ☐

What is the organization's primary exempt purpose? See Part III Stmt

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 NO ACTIVITES DURING 2020 BECAUSE OF THE COVID-19 PANDEMIC

(Grants $ 0.) If this amount includes foreign grants, check here . . . . ▶ ☐ **28a** 0.

29

(Grants $) If this amount includes foreign grants, check here . . . . ▶ ☐ **29a**

30

(Grants $) If this amount includes foreign grants, check here . . . . ▶ ☐ **30a**

31 Other program services (describe in Schedule O)

(Grants $) If this amount includes foreign grants, check here . . . . ▶ ☐ **31a**

32 **Total program service expenses** (add lines 28a through 31a) . . . . . ▶ **32** 0.

Part IV **List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated—see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV . . . . . ☐

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/ 1099-NEC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
CRYSTAL L. WIMER EXECUTIVE DIRECTOR	40.00	12,115.	0.	0.
JIM CRIM PRESIDENT	0.50	0.	0.	0.
VACANT VICE PRESIDENT	0.00	0.	0.	0.
LORI HOSTUTTLER SECRETARY	0.50	0.	0.	0.
SHERRI HEAVNER TREASURER	15.00	0.	0.	0.
CAROL SCHWEIKER BOARD MEMBER	0.50	0.	0.	0.

Part V **Other Information** (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V . ☐

			Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O	33		×
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions	34		×
35a	Did the organization have unrelated business gross income of $1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?	35a		×
b	If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O	35b		
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III	35c		×
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	36		×
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ 37a			
b	Did the organization file **Form 1120-POL** for this year?	37b		×
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a		×
b	If "Yes," complete Schedule L, Part II, and enter the total amount involved 38b			
39	Section 501(c)(7) organizations. Enter:			
a	Initiation fees and capital contributions included on line 9 39a			
b	Gross receipts, included on line 9, for public use of club facilities 39b			
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ ; section 4912 ▶ ; section 4955 ▶			
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b		×
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶			
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶			
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e		×

41 List the states with which a copy of this return is filed ▶

42a The organization's books are in care of ▶ SHERRI HEAVNER Telephone no. ▶ (304)677-9033

Located at ▶ 445 WEST MAIN STREET, CLARKSBURG WV ZIP + 4 ▶ 26301

			Yes	No
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country ▶ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b		×
c	At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country ▶	42c		×

43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of **Form 1041**—Check here . . . ▶ ☐ and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43

			Yes	No
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a		×
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b		×
c	Did the organization receive any payments for indoor tanning services during the year?	44c		×
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d		
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a		×
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions	45b		×

			Yes	No
46	Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46		X

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47–49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

			Yes	No
47	Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47		X
48	Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48		X
49a	Did the organization make any transfers to an exempt non-charitable related organization?	49a		X
b	If "Yes," was the related organization a section 527 organization?	49b		

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than $100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/ 1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over $100,000 . . . . ▶

51 Complete this table for the organization's five highest compensated independent contractors who each received more than $100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over $100,000 . . ▶

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A . . . . . ▶ ☒ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date: 11/14/2022

▶ SHERRI HEAVNER, TREASURER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
PAULA L. BOMHOFF	PAULA L. BOMHOFF	11/11/2022		P00223165

Firm's name ▶ Paula L. Bomhoff Tax Consultant — Firm's EIN ▶ 55-0537000

Firm's address ▶ P.O. Box 444, Clarksburg, WV 26302 — Phone no. (304) 622-5358

May the IRS discuss this return with the preparer shown above? See instructions . . . . . ▶ ☒ Yes ☐ No

Additional information from your Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 8: Other Revenue **Continuation Statement**

Description	Amount
PPP LOAN	6,250.
Total	6,250.

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 16: Other Expenses **Continuation Statement**

Description	Amount
IRS FILING FEES	0.
ADMINSTRATIVE EXPENSES	1,563.
ADVERTISING	0.
MAINTENANCE & REPAIRS	0.
EDUCATION/WORKSHOPS - PUBLIC	4,267.
BANK FEES	337.
INSURANCE	1,998.
PROFESSIONAL MEMBERSHIP FEES	0.
SECURITY	0.
PAYROLL TAXES:	1,326.
ASSOCIATION FEES	248.
WORKERS' COMPENSATION	683.
FIRE FEES	217.
PRESERVATION OF ALLIANCE OF WV/AMERICORP	2,500.
ANNUAL FILING FEES-CORP WV	25.
TRAVEL EXPENSE	308.
BUILDING IMPROVEMENTS	4,209.
GENERAL SUPPLIES	1,767.
WV CST	0.
CULTURAL EVENTS	150.
ENTERTAINING EXPENSES	0.
TRAINING	0.
Total	19,598.

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Part III: Purpose **Continuation Statement**

Organization's Primary Exempt Purpose
THE HARRISON COUNTY WEST VIRGINIA HISTORICAL SOCIETY, INC
IS A VOLUNTEER BASED NONPROFIT THAT ENGAGES WITH COMMUNITY BY
PRESERVING, COLLECTING, EDUCATING, AND DEMONSTRATING
THE HISTORY AND CULTURE OF HARRISON COUNTY AND NORTH CENTRAL WEST VIRGINIA

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization	Employer identification number
HARRISON COUNTY WEST VIRGINIA HISTORICAL SOCIETY INC	37-1663211

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:

10 ☒ An organization that normally receives (1) more than 33⅓% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33⅓% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . ☐

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . .						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f)) . . . . 14 %

15 Public support percentage from 2020 Schedule A, Part II, line 14 . . . . . 15 %

16a **33 1/3% support test—2021.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ▶ ☐

b **33 1/3% support test—2020.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ▶ ☐

17a **10%-facts-and-circumstances test—2021.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ▶ ☐

b **10%-facts-and-circumstances test—2020.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)
(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	60,992.	77,181.	51,286.	37,029.	37,325.	263,813.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	2,373.	3,726.	2,989.	1,095.	1,007.	11,190.
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	63,365.	80,907.	54,275.	38,124.	38,332.	275,003.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						275,003.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6	63,365.	80,907.	54,275.	38,124.	38,332.	275,003.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	426.	510.	409.	343.	361.	2,049.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	426.	510.	409.	343.	361.	2,049.
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	63,791.	81,417.	54,684.	38,467.	38,693.	277,052.

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	99.26 %
16	Public support percentage from 2020 Schedule A, Part III, line 15	16	99.29 %

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2021** (line 10c, column (f), divided by line 13, column (f))	17	0.74 %
18	Investment income percentage from **2020** Schedule A, Part III, line 17	18	0.71 %

19a **33⅓% support tests—2021.** If the organization did not check the box on line 14, and line 15 is more than 33⅓%, and line 17 is not more than 33⅓%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☒

b **33⅓% support tests—2020.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33⅓%, and line 18 is not more than 33⅓%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* ***Part VI****, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* ***Part VI.***	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* ***(see instructions).***

a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*

c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer lines 2a and 2b below.***			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. ***Answer lines 3a and 3b below.***			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in* ***Part VI.***	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI*** *the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* ***Part VI***). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income			(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3.	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B—Minimum Asset Amount			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors *(explain in detail in* ***Part VI****)*:			
2	Acquisition indebtedness applicable to non-exempt-use assets	2		
3	Subtract line 2 from line 1d.	3		
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 0.035.	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C—Distributable Amount				Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1		
2	Enter 0.85 of line 1.	2		
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4	Enter greater of line 2 or line 3.	4		
5	Income tax imposed in prior year	5		
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D—Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required—*provide details in* ***Part VI***)	5	
6	Other distributions (*describe in* ***Part VI***). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* ***Part VI***). See instructions.	8	
9	Distributable amount for 2021 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E—Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required—*explain in* ***Part VI***). See instructions.			
3	Excess distributions carryover, if any, to 2021			
a	From 2016			
b	From 2017			
c	From 2018			
d	From 2019			
e	From 2020			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2021 distributable amount			
i	Carryover from 2016 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2021 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2021 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* ***Part VI***. See instructions.			
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* ***Part VI***. See instructions.			
7	**Excess distributions carryover to 2022.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2017 . . .			
b	Excess from 2018 . . .			
c	Excess from 2019 . . .			
d	Excess from 2020 . . .			
e	Excess from 2021 . . .			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

SCHEDULE O (Form 990)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. ▶ Attach to Form 990 or Form 990-EZ. ▶ Go to *www.irs.gov/Form990* for the latest information.	2021 Open to Public Inspection

Name of the organization	Employer identification number
HARRISON COUNTY WEST VIRGINIA HISTORICAL SOCIETY INC	37-1663211

Pt I, Line 8:

Description: PPP LOAN $6,250

Pt I, Line 16:

Description: IRS FILING FEES $0

Description: ADMINSTRATIVE EXPENSES $1,563

Description: ADVERTISING $0

Description: MAINTENANCE & REPAIRS $0

Description: EDUCATION/WORKSHOPS - PUBLIC $4,267

Description: BANK FEES $337

Description: INSURANCE $1,998

Description: PROFESSIONAL MEMBERSHIP FEES $0

Description: SECURITY $0

Description: PAYROLL TAXES: $1,326

Description: ASSOCIATION FEES $248

Description: WORKERS' COMPENSATION $683

Description: FIRE FEES $217

Description: PRESERVATION OF ALLIANCE OF WV/AMERICORP $2,500

Description: ANNUAL FILING FEES-CORP WV $25

Description: TRAVEL EXPENSE $308

Description: BUILDING IMPROVEMENTS $4,209

Description: GENERAL SUPPLIES $1,767

Description: WV CST $0

Description: CULTURAL EVENTS $150

Description: ENTERTAINING EXPENSES $0

Description: TRAINING $0

Additional information from your 2021 Federal Exempt Tax Return

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 16: Other Expenses (:)
Line 16, Amount **Itemization Statement**

Description	Amount
SOCIAL SECURITY	1075.
MEDICARE	251.
Total	**1326.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 14 **Itemization Statement**

Description	Amount
RENT	1,200.
ELECTRIC	440.
GAS	991.
WATER	130.
INTERNET	222.
BUSINESS TELEPHONE	174.
Total	**3,157.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 15 **Itemization Statement**

Description	Amount
POSTAGE AND DELIVERY	138.
PRINTING AND REPRODUCTION	563.
Total	**701.**

3-A
03-22-23

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
3/16/2023		| | |-| | |-| | | | |
NAME: Gerald Riffe II		ADDRESS
PHONE	CITY/STATE/ZIP	DEPARTMENT: 415 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

☐ HIRED	☐ PROBATIONARY PERIOD COMPLETED
☐ RE-HIRED	☐ LENGTH OF SERVICE INCREASE
☐ PROMOTION	☐ RE-EVALUATION OF EXISTING JOB
☐ DEMOTION	☐ RESIGNATION
☐ TRANSFER	☐ RETIREMENT
☐ MERIT INCREASE	☐ LAYOFF
☐ WAGE SCALE CHANGE	☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☒ OTHER (Explain) has not worked in magistrate Court for some time need to take off the books

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE 3/16/2023

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Amsterdam®

5-A
03-22-23



American Rescue Plan Act (ARPA) Funding Request

1. Name of Project: Water System Improvements Project

2. Organization Name: Short Line Public Service District

3. Address: P O Box 188, Wallace, WV 26448-0188

4. Authorized Contact Person: Starla Bates

5. Title: Manager Phone: 304-796-4667

6. E-mail: esmith@wvwda.org

7. Federal Tax Identification Number: 55-053-8856

8. DUNS number: (PSD doesn't know number) Unique Entity Identifier (UEI): ES4MDTLKDF78

9. Project Summary: (In your response, please consider including the following: a brief description of the project including specific use of ARPA funds, location, community need, timelines, and all deliverables. Also, include collaboration with other agencies on this project (if applicable). Please attach additional pages if necessary. If there are multiple projects, please provide separate narratives and budget information on each one.)

Short Line PSD is proposing a project to construct a new 450 GPM booster pump station to replace an old booster pump station that is a critical water system component of the water system, remove and replace the approximately 35 fire hydrants, and replace the existing water meters with new radio-read water meters, complete with setters and meter pits. This project is critical to ensure the reliability of water service to current and future customers and to reduce operation and maintenance costs. The ARPA funding it critical in the development of this project and is used to pay project costs and minimize the burden of debt to customers of the PSD. The project is also proposing to utilize funds from WV Infrastructure and Jobs Development Council and from the Drinking Water Treatment Revolving Fund in the form of Loan and Grant.

10. Total Project Cost: $5,050,000.00

11. Project Start date (estimated): December 2023 for Construction Start

12. Project End Date (estimated): December 2024 for Construction Completion

13: Name and Contact information of Project Engineer and Project Administrator if different from authorized contact above.

Dan Ferrell, The Thrasher Group, P.O. Box 1532, Clarksburg, WV 26302 (304) 624-4108 x1135

Sheena Hunt, Region VI PDC, 34 Mountain Park Drive, White Hall, WV 26554 Phone- 304-366-5693 x114

14: Latitude and Longitude of Project Location

Latitude: 39.4110 (Range: 37.1981 to 40.6399); Longitude: -80.4900 (Range: -82.6455 to -77.7176)

15. PWSID Number: 3301722 NPDES Number: N/A

12. Project Expenditure Category Group Number (from list): 5.11- Transmission & distribution

Short Line Public Service District
Water System Improvements Project
Requisition No. 01

IJDC #2022W-2164

Payee	Harrison County Commission ARPA	DWTRF Loan	DWTRF Principal Forgiveness Loan	IJDC Grant	Total
	$50,000.00	*$3,500,000.00*	*$1,000,000.00*	*$500,000.00*	*$5,050,000.00*
Construction					$ -
Contract	$ -	$ -	$ -	$ -	
Construction Contingency	$ -	$ -	$ -	$ -	
Engineering-Thrasher					$ 50,000.00
Planning *(Inv. #1024723)*	$ 30,000.00	$ -	$ -	$ -	
Design	$ -	$ -	$ -	$ -	
Bidding & Negotiating	$ -	$ -	$ -	$ -	
Construction Management	$ -	$ -	$ -	$ -	
Inspection/RPR	$ -	$ -	$ -	$ -	
Special Services *(Inv.1026982)*	$ 20,000.00	$ -	$ -	$ -	
Legal					$ -
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
Administration					$ -
Region VI PDC *(Inv. #___)*	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
Miscellaneous					$ -
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
TOTAL THIS REQUEST	**$ 50,000.00**	**$ -**	**$ -**	**$ -**	**$ 50,000.00**
PRIOR REQUEST	$ -	$ -	$ -	$ -	$ -
TOTAL REQUESTED TO DATE	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00
REMAINING FUNDS	**$ -**	**$ 3,500,000.00**	**$ 1,000,000.00**	**$ 500,000.00**	**$ 5,000,000.00**

Submitted By: Sheena Hunt, Project Administrator **Date:** 03/23/2023

RESOLUTION

WHEREAS, the Short Line Public Service District has reviewed the attached invoices in relation to its proposed Water System Improvements Project and finds as follows:

1. That none of the items for which payment is proposed under this requisition has formed the basis for any disbursement heretofore made;
2. That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project;
3. That each of such costs has been otherwise properly incurred; and
4. That payment for each of the items proposed is then due and owing.

NOW, THEREFORE, BE IT RESOLVED by the Short Line Public Service District that payment of the attached invoices as summarized above is hereby authorized and directed for payment.

APPROVED by the Short Line Public Service District on this 23rd day of March 2023.

By: _____

Its: Chairman

THRASHER
ARCHITECTURE | ENGINEERING | FIELD SERVICES

The Thrasher Group Inc.
600 White Oaks Blvd
Bridgeport, WV 26330

Short Line Public Service District
P.O. BOX 188
WALLACE, WV 26448

February 23, 2023
Project No: 010-10143.00
Invoice No: 1026982

Invoice Total **$20,000.00**

Project 010-10143.00 SHORT LINE PSD-WATER SYSTEM IMPROVEMENTS

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
BASIC SERVICES					
Study and Report	30,000.00	100.00	30,000.00	30,000.00	0.00
Preliminary Design	160,000.00	0.00	0.00	0.00	0.00
Final Design	100,000.00	0.00	0.00	0.00	0.00
Bidding & Negotiating	30,000.00	0.00	0.00	0.00	0.00
Construction	100,000.00	0.00	0.00	0.00	0.00
Post Construction	10,000.00	0.00	0.00	0.00	0.00
Total BASIC SERVICES	**430,000.00**		**30,000.00**	**30,000.00**	**0.00**
ADDITIONAL SERVICES					
Land Surveys & Easement Preparation	20,000.00	0.00	0.00	0.00	0.00
Engineering Surveys & Topo	20,000.00	0.00	0.00	0.00	0.00
Hydraulic Modeling	15,000.00	0.00	0.00	0.00	0.00
Geotechnical Engineering	18,000.00	0.00	0.00	0.00	0.00
Environmental Assessment & Impact Stat.	15,000.00	0.00	0.00	0.00	0.00
Asset Management Plan	28,000.00	0.00	0.00	0.00	0.00
System Map/GIS System	30,000.00	0.00	0.00	0.00	0.00
Aerial Mapping	35,000.00	57.1429	20,000.00	0.00	20,000.00
Start Up	2,000.00	0.00	0.00	0.00	0.00
Videotaping of Project Area	15,000.00	0.00	0.00	0.00	0.00
Construction Stakeout	10,000.00	0.00	0.00	0.00	0.00
Right of Way Meeting Assistance	5,000.00	0.00	0.00	0.00	0.00
Total ADDITIONAL SERVICES	**213,000.00**		**20,000.00**	**0.00**	**20,000.00**

THRASHER
ARCHITECTURE · ENGINEERING · FIELD SERVICES

The Thrasher Group Inc.
600 White Oaks Blvd
Bridgeport, WV 26330

Short Line Public Service District
P.O. BOX 188
WALLACE, WV 26448

September 15, 2022
Project No: 010-10143.00
Invoice No: 1024723

Invoice Total **$30,000.00**

Project 010-10143.00 SHORT LINE PSD-WATER SYSTEM IMPROVEMENTS

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Planning	30,000.00	100.00	30,000.00	0.00	30,000.00
Total Fee	30,000.00		30,000.00	0.00	30,000.00
	Total Fee				**30,000.00**
			Total this Phase		**$30,000.00**
			Total this Invoice		**$30,000.00**

Project Manager DANIEL FERRELL

5-B
03-22-23

TOWN OF LOST CREEK
PARKING LOT AND DRAINAGE UPGRADES PROJECT #2023SS-2328
REQUISITION #01

Payee	Town of Lost Creek ARPA	Harrison Co. 911	Harrison Co. ARPA	WDA EEG	Total
	$204,000.00	*$70,000.00*	*$30,000.00*	*$446,000.00*	*$750,000.00*
Construction					$ -
Contract #1	$ -	$ -	$ -	$ -	
Construction Contingency	$ -	$ -	$ -	$ -	
Engineering (Stantec)					$ 30,000.00
Study and Report	$ -	$ -	$ 15,000.00	$ -	
Preliminary Design	$ -	$ -	$ 15,000.00	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
Legal					$ -
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
Administration (Region VI)					$ -
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
Permits					$ -
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
TOTAL THIS REQUEST	$ -	$ -	$ 30,000.00	$ -	$ 30,000.00
PRIOR REQUEST	$ -	$ -	$ -	$ -	$ -
TOTAL REQUESTED TO DATE	$ -	$ -	$ 30,000.00	$ -	$ 30,000.00
REMAINING FUNDS	$ 204,000.00	$ 70,000.00	$ -	$ 446,000.00	$ 720,000.00

Submitted By: Shelby Johnson, Project Administrator **Date:** 03/07/2023

RESOLUTION

WHEREAS, the Town of Lost Creek has reviewed the attached invoices in relation to its proposed stormwater project and finds as follows:

1. That none of the items for which payment is proposed under this requisition has formed the basis for any disbursement heretofore made;
2. That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project;
3. That each of such costs has been otherwise properly incurred; and
4. That payment for each of the items proposed is then due and owing.

NOW, THEREFORE, BE IT RESOLVED by the Town of Lost Creek that payment of the attached invoices as summarized above is hereby authorized and directed for payment.

APPROVED by the Town of Lost Creek on the 7th day of March 2023.

By: _____

David Oliverio, Mayor

Stantec

INVOICE

Invoice Number	2050955
Invoice Date	March 6, 2023
Purchase Order	2026252205
Customer Number	180405
Project Number	2026252205

Bill To

Town of Lost Creek, WV
Accounts Payable
P.O. Box 216
Lost Creek WV 26385-0216
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States

Project **Town of Lost Creek Drainage and Parking Lot Upgrade Project**

Project Manager Gaines, Richard L For Period Ending **March 3, 2023**

Current Invoice Total (USD) 30,000.00

Top Task **100** **Study and Report Phase**

			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	12,000.00 x	100.00 % Complete	12,000.00	0.00	12,000.00
Top Task Subtotal	Study and Report Phase				12,000.00

Top Task **200** **Study and Report Phase (Funding)**

			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	3,000.00 x	100.00 % Complete	3,000.00	0.00	3,000.00
Top Task Subtotal	Study and Report Phase (Funding)				3,000.00

Top Task **300** **Preliminary Design Phase**

			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	25,200.00 x	59.52 % Complete	15,000.00	0.00	15,000.00
Top Task Subtotal	Preliminary Design Phase				15,000.00

Total Fees & Disbursements	30,000.00
INVOICE TOTAL (USD)	**30,000.00**

Due upon receipt or in accordance with terms of the contract

Michelle Tonkin

From:	Shelby Johnson <sjohnson@regionvi.com>
Sent:	Wednesday, March 8, 2023 9:27 AM
To:	Michelle Tonkin
Cc:	Lost Creek Lost Creek; richard.gaines@stantec.com
Subject:	Pay Requisition No. 01 - Lost Creek Drainage Upgrades
Attachments:	Requisition No. 01 - 03-07-2023.pdf

[redacted]

Good morning, Ms. Tonkin:

Please find attached to this email the Pay Requisition No. 01 for the Town of Lost Creek Parking Lot and Drainage Upgrades Project.

If you have questions or require additional information, please don't hesitate to reach out. Thank you,

Shelby Johnson
Project Administrator
Region VI Planning and Development Council

e: sjohnson@regionvi.com
o: (304) 366-5693, ext. 101
c: (304) 534-0492

REGION VI
PLANNING AND DEVELOPMENT COUNCIL

34 Mountain Park Drive • (304) 366-5693
White Hall, WV 26554 • FAX • (304) 367-0804
e-mail: regionvi@regionvi.com
Website: www.regionvi.com

5-C
03-23-22

Lake Floyd Public Service District
IJDC Project #2021S-2036
REQUISITION #03

Payee	Harrison County Commission ARPA Funds	West Virginia Economic Enhancement Grant	IJDC District 1 Grant	Total
	$1,168,312.00	*$500,000.00*	*$500,000.00*	*$2,168,312.00*
Construction				$ -
Contract 1	$ -	$ -	$ -	
a. Construction Contingency	$ -	$ -	$ -	
Engineering-*(The Thrasher Group, Inc.)*				$ 20,000.00
Bidding & Negotiation	$ -	$ -	$ 20,000.00	
Construction Management	$ -	$ -	$ -	
RPR/Services	$ -	$ -	$ -	
Special Services				
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Administration-*(Region VI PDC)*				$ 5,263.37
Invoice #1 thru #11	$ -	$ -	$ 5,263.37	
	$ -	$ -	$ -	
Accounting-*(Bennett & Dobbins)*				$ 35,000.00
Invoice #2023-67	$ -	$ -	$ 35,000.00	
	$ -	$ -	$ -	
Legal-*(Glover Legal)*				$ 25,000.00
Invoice #9494	$ -	$ -	$ 25,000.00	
Miscellaneous				$ 16,200.00
Harold Fortner CPA-Audits	$ 16,200.00	$ -	$ -	
	$ -	$ -	$ -	
TOTAL THIS REQUEST	**$ 16,200.00**	**$ -**	**$ 85,263.37**	**$ 101,463.37**
PRIOR REQUEST	$ 192,149.77	$ -	$ -	$ 192,149.77
TOTAL REQUESTED TO DATE	$ 208,349.77	$ -	$ 85,263.37	$ 293,613.14
REMAINING FUNDS	**$ 959,962.23**	**$ 500,000.00**	**$ 414,736.63**	**$ 1,874,698.86**

Submitted By: Seth DeVault, Project Administrator **Date:** 03/01/2023

RESOLUTION

WHEREAS, the Lake Floyd PSD has reviewed the attached invoices in relation to its sewer system improvements project and finds as follows:

1. That none of the items for which payment is proposed under this requisition has formed the basis for any disbursement heretofore made
2. That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project.
3. That each of such costs has been otherwise properly incurred; and
4. That payment for each of the items proposed is then due and owing

NOW, THEREFORE, BE IT RESOLVED by the Lake Floyd PSD that payment of the attached invoices as summarized above is hereby authorized and directed for payment

APPROVED by the Lake Floyd Public Service District on the 1st day of March 2023

By _____

Steve R. Turner, Chairman

IJDC #2021S-2036

Expenditure Schedule
Lake Floyd Public Service District
Sewer Improvements Project
Expenditures Schedule/Report #03

	Harrison County Commission ARPA Funds Grant	Per Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Remaining Balance
1	Construction	$ 943,312.00		$ 943,312.00	$ -	$ -	$ -	$ 943,312.00
	Contract 1	$ 719,440.00	$ -	$ 719,440.00	$ -	$ -	$ -	$ 719,440.00
	Underrun Request	$ 150,000.00	$ -	$ 150,000.00	$ -	$ -	$ -	$ 150,000.00
	Construction Contingency	$ 73,872.00	$ -	$ 73,872.00	$ -	$ -	$ -	$ 73,872.00
2	Technical Services (Thrasher)	$ 166,000.00	$ -	$ 166,000.00	$ 150,000.00	$ -	$ 150,000.00	$ -
	a. Study & Report	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00	$ -
	b. Preliminary Design	$ 95,000.00	$ -	$ 95,000.00	$ 95,000.00	$ -	$ 95,000.00	$ -
	c. Final Design	$ 45,000.00	$ -	$ 45,000.00	$ 45,000.00	$ -	$ 45,000.00	$ -
	d. Bidding & Negotiation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	e. Construction Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	f. RPR/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	g. Post Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	h. Special Services	$ 25,000.00	$ -	$ 25,000.00	$ 30,000.00	$ -	$ 30,000.00	$ -
	i. Coordination with Sun Valley & LKF PSD	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -	$ 9,000.00	$ -
	ii. Environmental Study	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -	$ 4,000.00	$ -
	iii. Engineering Surveys & Topo	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00	$ -
	iv. Survey Lands & ROW's	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00	$ -
	v. Property Acquisition Coordination	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -
	vi. Asset Management Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	vii. I & I Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	viii. Videotaping of Project Area	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	ix. American Iron & Steel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Lands & ROWs	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
	a. ROW's/Acquisitions	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
4	Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Legal (Project/PSC)	$ -	$ -	$ -	$ -		$ -	$ -
	Legal (Land & ROWs)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	Administration (Region VI)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Miscellaneous	$ 27,000.00	$ -	$ 27,000.00	$ 4,149.77	$ 16,200.00	$ 20,349.77	$ 6,650.23
	a. Permits/Fees	$ 10,800.00	$ -	$ 10,800.00	$ 4,149.77	$ -	$ 4,149.77	$ 6,650.23
	b. Audits	$ 16,200.00	$ -	$ 16,200.00	$ -	$ 16,200.00	$ 16,200.00	$ -
	c. Project Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	Cost of Financing	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	a. Payoff WDA Design Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	b. WDA Capitalized Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	c. Registrar	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	d. Bond Counsel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	**Total**	**$ 1,168,312.00**	**$ -**	**$ 1,168,312.00**	**$ 192,149.77**	**$ 16,200.00**	**$ 208,349.77**	**$ 959,962.23**

Construction Contingency (Change Orders)	Date	Amount	$ 73,872.00
		$ -	$ 73,872.00
		$ -	$ 73,872.00
		$ -	$ 73,872.00
		$ -	$ 73,872.00
		$ -	$ 73,872.00
		$ -	$ 73,872.00
		$ -	$ 73,872.00

IJDC #2021S-2036

Expenditure Schedule
Lake Floyd Public Service District
Sewer Improvements Project
Expenditures Schedule/Report #03

	IJDC District 1 Grant	Per Budget	Adjustments	Revised Budget	Paid Prior to this Draw	Requested this Draw	Requested to Date	Remaining Balance
1	Construction	$ [illegible]	$	$ [illegible]	$	$ -	$	$ [illegible]
	Contract 1	$ 258,000.00	$ -	$ 258,000.00	$ -	$ -	$ -	$ 258,000.00
	Underrun Request	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Construction Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Technical Services (Thrasher)	$ [illegible]	$	$ [illegible]	$	$ 20,000.00	$ [illegible]	$ [illegible]
	a. Study & Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	b. Preliminary Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	c. Final Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	d. Bidding & Negotiation	$ 20,000.00	$ -	$ 20,000.00	$ -	$ 20,000.00	$ 20,000.00	$ -
	e. Construction Management	$ 35,000.00	$ -	$ 35,000.00	$ -	$ -	$ -	$ 35,000.00
	f. RPR/Services	$ 70,000.00	$ -	$ 70,000.00	$ -	$ -	$ -	$ 70,000.00
	g. Post Construction	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
	h. Special Services	$	$	$	$	$	$	$
	i. Coordination with Sun Valley & LKF PSD	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	ii. Environmental Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	iii. Engineering Surveys & Topo	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	iv. Survey Lands & ROW's	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	v. Property Acquisition Coordination	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	vi. Asset Management Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	vii. I & I Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	viii. Videotaping of Project Area	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	ix. American Iron & Steel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Lands & ROWs	$	$	$	$	$	$	$
	a. ROW's/Acquisitions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Legal	$ [illegible]	$	$ [illegible]	$	$	$ [illegible]	$ [illegible]
	Legal (Project/PSC)	$ 20,000.00	$ -	$ 20,000.00	$ -	$ 10,000.00	$ 10,000.00	$ 10,000.00
	Legal (Land & ROWs)	$ 15,000.00	$ -	$ 15,000.00	$ -	$ 15,000.00	$ 15,000.00	$ -
5	Accounting	$ 35,000.00	$ -	$ 35,000.00	$ -	$ 35,000.00	$ 35,000.00	$ -
6	Administration (Region VI)	$ 25,000.00	$ -	$ 25,000.00	$ -	$ 5,263.37	$ 5,263.37	$ 19,736.63
7	Miscellaneous	$ [illegible]	$	$ [illegible]	$	$ -	$ -	$ [illegible]
	a. Permits/Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	b. Audits	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	c. Project Contingency	$ 17,000.00	$ -	$ 17,000.00	$ -	$ -	$ -	$ 17,000.00
8	Cost of Financing	$	$ -	$	$ -	$	$	$ -
	a. Payoff WDA Design Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	b. WDA Capitalized Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	c. Registrar	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	d. Bond Counsel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Total	$ 500,000.00	$ -	$ 500,000.00	$ -	$ 85,263.37	$ 85,263.37	$ 414,736.63

5-D

Date of Meeting	March 22, 2023	Invoice - Quote							
Work Order Number	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
43076	Jeffery S. Starcher	Training / Law Enforcement	$195.00						
43077	APCO International	Student Manuals / 911		$539.55					
43078	Frontier	Voice/Data Circuit Usage & Access/911		$1,640.27					
43079	Frontier	Voice/Data Circuit Usage & Access/911		$392.10					
43080	Frontier	Data Path Access / 911 Center			$79.25				
43081	U S Cellular	Tablet Data Service			$28.96				
43083	APCO International	911 Recertification		$30.00					
43085	James & Law	Office Supplies / Sheriff's Office	$7.99						
43086	Christopher Madia	Hearing Test/Security			$65.00				
43087	Visual Edge (MCM)	Toner Assessor's Office	$199.99						
43089	Matter LLC	Tuition Dep.Shaffer	$10.00						
43090	Skasiks Cleaners	Dry Cleaning/Courthouse Sec.			$166.15				
43091	Skasiks Cleaners	Dry Cleaning / Process Servers	$71.40						
43092	Skasiks Cleaners	Dry Cleaning / Law Enforcement	$514.25						
43093	Matter LLC	Tuition Dep. Moore	$100.00						
43094	Harrison County Commission	Rent / Community Corrections				$35,000.00			
43098	HomeAway	Erroneous Depoist		$17.85					
43099	The Exponent Telegram	Legal Ad / Taxes	$109.08						
43100	Monroe Systems	Office Supplies / Tax Office	$65.67						
43101	Stationers	Office Supplies / Tax Office	$122.05						
43102	Lowes Home Center	Courthouse Maintenance Supplies	$39.16						
43103	Furbar Enterprises	Supplies/Law Enforcement	$554.99						
43104	West Virginia Paging	Pager/Law Enfrocement	$7.00						
43105	Sandy's True Value	Single Cut Key/Law Enforce	$5.67						
43106	Hart Office Solution	Toner/911 Center			$319.96				
43107	Benny's Boot Hill	Safety Toe Shoes	$206.91						
43108	Benny's Boot Hill	Safety Toe Shoes	$593.73						
43109	The Exponent Telegram	Legal Ad/Law Enforcement	$598.67						
43112	James & Law	Office Supplies/Circuit Clerk	$80.00						
43114	Fifth Third Bank	Various Charges Comm. Corrections				$213.21			
43115	Amtower Auto Parts	Automobile Parts Co. Garage	$712.32						
43116	City of Shinnston	Water Service/ Animal Control			$54.70				
43117	Ace Aggregates	Gravel Rail Trail Lost Creek	$785.68						
43119	Advance Auto Parts	Shop Supplies Co. Garage	$8.74						
43120	Appalachian Tire	Restock Tires Co. Garage	$1,751.28						
43121	Brenda Hinkle	Mental Health Services	$498.80						
43122	CityNet	Recurring Monthly Charges Courthouse	$11,199.00						
43123	Clarksburg Water Board	Extension Office	$90.42						
43124	APCO International	911 Recertification		$95.00					
43125	Clarksburg Water Board	Courthouse	$629.51						
43126	APCO International	911 Recertification		$60.00					

43127	Clarksburg Water Board	Courhouse Annex	$281.25						
43128	Clarksburg Water Board	Staging Area	$232.59						
43129	Clarksburg Water Board	Sheriff's Department	$188.10						
43130	Chenoweth Ford	Automobile Parts Co. Garage	$398.97						
43131	Chenoweth Ford	Shop Supplies Co. Garage	$524.99						
43132	Enterprise Sanitation	Waste Collection/Animal Control			$177.92				
43133	Advance Auto Parts	Automobile Parts Co. Garage	$172.47						
43136	Fisher Auto Parts	Automobile Parts Co. Garage	$225.70						
43137	FedEx	Postage	$26.18						
43138	Harry Green	Automobile Parts Co. Garage	$365.52						
43139	Hope Gas	229 South Third St.	$1,060.90						
43140	Hope Gas	Service / 911 Center		$1,364.14					
43141	Harrison Rural Electric	Service / 911 Center		$2,418.21					
43142	Harrison Rural Electric	Service / Lost Creek		$677.12					
43143	One Call Plumbing	Collapsed Line Repair Courthouse	$1,015.00						
43144	Posey's Auto Wrecking	Automobile Parts Co. Garage	$50.00						
43145	Sandy's True Value	Courthouse Maintenance Supplies	$26.94						
43146	Software Systems Inc.	Level 2& 3 Maintenance	$2,001.57						
43147	The Water Shop	Water Service Courhtouse	$42.00						
43148	The Water Shop	Water Service Courts	$159.00						
43151	Scwabb, Inc	Received Stamp/Process Servers	$87.50						
43152	Bridgeport Express Care	Physical/Madia/Law Enforce			$85.00				
43153	APCO International	Recertification/H.Mick /911		$30.00					
43156	Amtower Auto Parts	Repair Materials/911/OEM			$101.36				
43165	Benny's Boot Hill	Safety Toe Shoes/Law Enforcement	$143.91						
43166	Light Source Engraving	Engraving/HCSA	$257.50						
43167	U S Cellular	Cellular Account/Law Enforcement	$3,159.71						
43169	A-1 Extermination	Pest Control/Various Locations	$173.25						
43171	MidWest Veterinary Supply	Restock Supplies/Animal Control			$759.25				
43172	U S Cellular	Modem/Tablet Rental	$4,195.03						
43173	Ace Aggregates	Gravel Rail Trail Lost Creek	$538.61						
43174	The Arc of Harrison Co.	Cleaning of Plaza	$380.00						
43175	The Exponent Telegram	Legal Ad	$80.58						
43176	Mirco Distributing II	Lab Confirmations/Comm. Corrections				$9,276.82			
43177	Lowes Home Center	Materials/Comm. Corrections				$165.15			
43178	OpAns, LLC	Lab Confirmations/Comm. Corrections				$3,500.00			
43182	Upshur County Day Report	DUI Classes/Comm. Corrections				$150.00			
43183	Taylor Rolenson	DUI Classes/Comm. Corrections				$375.00			
43184	Mon Power	GSA Building	$9,806.05						
43185	Mon Power	Fire Fighters Training Bldg							$98.08
43186	Pace Shredding	Paper Shredding / Courthouse	$535.50						
43187	U S Cellular	Cellular Account / Animal Control			$488.32				
43188	U S Cellular	Cellular Account/Commission	$760.21						
43189	UniFirst	Carpet Runner Rental/Courthouse	$149.70						
43190	MCM Business System	Copier Rental /Prosecuting Attorney	$509.50						
43192	Truist Bank	Detective Clothing/L.E.	$254.36						

43193	Truist Bank	Detective Clothing/L.E.	$71.13						
43194	Robin's Perfect Fit	Uniform Alterations/L.E.			$72.00				
43195	Truist Bank	Meals,Fuel/L.E.	$601.41						
43196	Gates Supply	Plotter Ink/Assessor	$157.36						
43198	Uniform Warehouse	Uniforms/Courthouse Security			$47.52				
43202	Simmerman Law Office	General Advise/Co.Commission	$6,478.80						
43203	Simmerman Law Office	General Advise/Planning Dept.	$280.00						
43204	United Rentals	Roller/ South Rail Trail/Lost Creek	$965.32						
43205	The Thrasher Group	RT.50&RT.19 Rail Trail Work	$4,800.00						
43206	Frontier	Courthouse	$22.38						
43207	Hope Gas	229 South Third St.	$166.23						
43208	Hart Office Solution	Toner/Law Enforcement	$903.90						
43209	Lowes Home Center	Maintenance Supplies/Courthouse	$42.41						
43210	A-1 Extermination	Pest Control / Animal Control			$50.00				
43211	Robertson Heating	Maintenance Supplies/Courthouse	$69.00						
43212	TK Elevator	Maintenance Contract/Elevators	$3,385.14						
43213	Hart Office Solution	Copier Rental/ County Clerk	$121.15						
43214	WV Regional Jail	Inmate Housing February 2023	$148,803.00						
43215	Thomson Reuters	Online Subscription/Courthouse	$517.31						
43216	Toshiba Financial	Copier Rental/County Clerk	$177.22						
43217	Waste Management	Waste Collection/Courthouse	$909.63						
43218	Waste Management	Waste Collection/609 W. Main	$121.12						
43219	Parc Superstore	Zero Turn Parts	$460.60						
43220	Parcs Superstore	Supplies/Co. Garage	$188.63						
43221	Graham-Simon Plumbing	Drain Line Cleaner / Courhouse	$368.51						
43222	WV Fitness 24	Employee Wellness /Feb. 2023	$720.00						
43223	Enviroclean LLC	General Cleaning Courhouse	$11,750.00						
43224	CDW-G	HP Color Printer/Assessor	$792.38						
43225	Nelson Mullins & Riley	Professional Service	$4,726.50						
43226	West Union Bank	Cruiser Lease Payment	$8,023.45						
43227	Harrison County Bank	Airport Property Payment	$34,395.48						
43228	MCM Business System	Toner/Assessor's Office	$523.96						
43229	Ace Aggregates	Gravel Rail Trail Lost Creek	$341.65						
43230	Shinnston Soccer Association	Special Funding Request					$1,000.00		
43231	Operation Firm Handshake	Special Funding Request					$2,000.00		
43232	Summit Park PSD	Special Funding Request					$50,000.00		
43233	Scalise Industries	HVAC Repairs/Courthouse	$33,661.00						
43234	West Virginia Paging	Pagers/Magistrates							$81.00
43235	United Rentals	Snake Rental /Maint. Dept. Courthouse	$91.35						
43236	Whaley Distributing	Shop Supplies Co. Garage	$179.85						
43237	Frank DeMarco	Basic Phone Reimbursement							$154.92
43238	Kimberly Wygal	Basic Phone Reimbursement							$154.92
43239	Truist Bank	Supplies/Law Enforcement	$141.83						
43240	Kevin Renzelli	Basic Phone Reimbursement							$154.92
43241	Warren Davis	Basic Phone Reimbursement							$154.92
43242	Michael Weiss	Basic Phone Reimbursement							$154.92

43243	Tractor Supply	Animal Supplies/Animal Control			$560.68				
43245	Whaley Distributing	Disindectant Spray/911			$4.80				
43246	Short Line PSD	Water System Improvement Project						$50,000.00	
43248	Town of Lost Creek	Parking Lot Drainage Project						$30,000.00	
43249	Lake Floyd PSD	Sewer Improvement Project						$16,200.00	
43250	UniFirst	Carpet Runner Rental/911			$63.30				
43251	Police Legal Sciences	Dispatch Lesson Package/911		$4,440.00					
43252	Liberty Distributors	Supplies/Animal Control			$498.03				
43253	Commerce District of Charles Pointe	Monthly 911 Dues		$343.48					
43254	Harrison County YMCA	Employee Wellness /Feb. 2023	$64.00						
43255	Ausubon Animal Clinic	Veterinarian Services /Animal Control			$346.10				
43256	Enterprise Sanitation	Waste Collection/Wallace Park			$25.33				
43257	Enterprise Sanitation	Waste Collection/Park&Rec			$425.68				
43258	Enterprise Sanitation	Waste Collection/Spelter Park			$105.23				
43260	Mon Power	Spelter Park			$16.39				
43261	Mon Power	Summit Park			$11.31				
43262	Central WV Community Action	Reimbursement/CDBG Grant	$43,155.00						
43263	Clarksburg Water Board	Park&Rec. Complex			$104.53				
43264	James & Law	Materials/Park & Rec			$24.99				
43265	Clarksburg Blue Printing	Promo Posters/Park&Rec			$75.60				
43266	Marsh Hardware	Materials/Park & Rec			$35.52				
43270	Stout & Co	Promo Event/Parks&Rec.			$90.20				
43272	WV Association of County	Conf. Registration Fees/Cir.Clerk	$705.00						
43273	Hart Office Solution	Copier Rental	$333.80						
43274	Hart Office Solution	Copier Rental		$208.35					
43274	Hart Office Solution	Copier rental/ 911 Center		$208.35					
43275	Visual Edge (MCM)	Toner/Staging	$407.97						
43276	Visual Edge (MCM)	Copier Rental	$338.60						
43278	Clarksburg-Harrison Public Library	3rd Quarter Allotment	$60,013.00						
43279	JD'S General Contracting	Summit Park Dugout			$4,100.00				
43280	JD'S General Contracting	Good Hope Park Dugout			$5,425.00				
43281	West Virginia Division of Labor	Elevator Certification	$360.00						
43282	Mon Power	Courthouse/Annex	$23,145.82						
Curtis Diaz	Curtis Diaz	Wellness Reimbursement	$96.00						
County Clerk	ES&S	Election Supplies	$1,444.10						
County Clerk	The Water Shop	Water Service	$31.50						
County Clerk	The Exponent Telegram	Yearly Subscription	$288.00						
County Clerk	U S Bank	Canaan Valley WV Clerks Training	$119.30						
County Clerk	The Exponent Telegram	Legal Ad	$230.37						
County Clerk	Amazon	Lathem Electronic Date/Time Stamp	$311.18						
County Clerk	Avenu Insights & Analytics	Pace Training	$200.00						

			$443,161.24	$12,464.42	$14,408.08	$48,680.18	$53,000.00	$96,200.00	$953.68
					Grand Total :	$668,867.60			

6-A

Exhibit A Exonerations	Amount
A. RE – 244 Arsenal Resources LLC	$898.62
B. RE – 245 Arsenal Resources LLC	$1,218.06
C. RE - 246 Arsenal Resources LLC	$2,023.38
D. RE – 247 Arsenal Resources LLC	$2,093.38
E. RE – 248 Arsenal Resources LLC	$2,278.72
F. RE - 249 Arsenal Resources LLC	$6,484.60
G. RE – 250 Arsenal Resources LLC	$3,240.64
H. RE – 251 Arsenal Resources LLC	$3,540.14
I. RE – 252 Arsenal Resources LLC	$3,174.56
J. RE – 253 Arsenal Resources LLC	$3,624.64
K. RE – 254 Arsenal Resources LLC	$2,664.94
L. RE – 255 Arsenal Resources LLC	$4,891.48
M. RE – 256 Arsenal Resources LLC	$6,208.76
N. RE - 257 Arsenal Resources LLC	$4,727.86
O. RE - 258 Arsenal Resources LLC	$7,370.98
P. RE - 259 Arsenal Resources LLC	$23,827.98
Q. RE - 260 Arsenal Resources LLC	$20,778.94
R. RE - 261 Arsenal Resources LLC	$8,527.64
S. RE - 262 Arsenal Resources LLC	$16,437.04
T. RE - 263 Arsenal Resources LLC	$4,071.98
U. RE - 264 Arsenal Resources LLC	$10,928.80
V. RE - 265 Arsenal Resources LLC	$21,660.86
W. RE - 266 Arsenal Resources LLC	$17,419.02
X. RE - 267 Arsenal Resources LLC	$3,119.40
Y. RE - 268 Arsenal Resources LLC	$2,332.52
Z. RE - 269 Arsenal Resources LLC	$7,520.30
AA. RE - 270 Arsenal Resources LLC	$16,628.04
BB. RE - 271 Arsenal Resources LLC	$13,489.30
CC. RE - 272 Arsenal Resources LLC	$16,032.52
DD. RE - 273 Arsenal Resources LLC	$7,106.12
EE. RE - 274 Arsenal Resources LLC	$8,534.56
FF. RE - 275 Arsenal Resources LLC	$9,638.86
GG. RE - 276 Arsenal Resources LLC	$13,025.96
HH. RE - 277 Arsenal Resources LLC	$13,508.28
II. RE - 278 Arsenal Resources LLC	$27,002.76

JJ. RE - 279 Arsenal Resources LLC	$24,637.30
KK. RE - 280 Arsenal Resources LLC	$21,110.64
GRAND TOTAL:	**$361,779.58**

EXONERATIONS

RE 244

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **119689** on **00 2012 5345*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **81560**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **38129**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 38,129 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03050158**
Ticket No. **500084**
Tax Year **2022**

Amount Exonerated: $ 898.62

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 245

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **162243** on **00 2012 5344*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **110560**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **51683**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 51,683 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03050159**
Ticket No. **500083**
Tax Year **2022**

Amount Exonerated: $ 1218.06

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

EXONERATIONS

RE 246

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **269508** on **00 2013 5366*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **183655**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **85853**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 85,853 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03056710**
Ticket No. **500085**
Tax Year **2022**

Amount Exonerated: $ 2023.38

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 247

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **278833** on **00 2013 5480*****, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **190010**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **88823**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 88,823 at a Class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **03056711**
Ticket No. **509381**
Tax Year **2022**

Amount Exonerated: $ 2093.38

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 248

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **303520** on **00 2013 5481*****, Class **3/4** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **206833**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **96687**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 96,687 at a Class 3 rate of levy to correct the overcharge.

District: **07 - COAL-OUTSIDE**
Account No. **03056805**
Ticket No. **509382**
Tax Year **2022**

Amount Exonerated: $ 2278.72

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

KB 249

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **863736** on **00 2014 5555***** 00 2014 5534***** 00 2014 5556*****, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **588592**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **275144**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 275,144 at a Class 3 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **03056873**
Ticket No. **516293**
Tax Year **2022**

Amount Exonerated: $ 6484.60

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 250

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **327446** on **00 2015 5564*****, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **223138**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **104308**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 104,308 at a Class 4 rate of levy to correct the overcharge.

District: **03 - CLARK-CLARKSBURG**
Account No. **03058263**
Ticket No. **502431**
Tax Year **2022**

Amount Exonerated: $ 3240.64

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 251

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **357706** on **00 2015 5566*****, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **243758**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **113948**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 113,948 at a Class 4 rate of levy to correct the overcharge.

District: **03 - CLARK-CLARKSBURG**
Account No. **03058266**
Ticket No. **502430**
Tax Year **2022**

Amount Exonerated: $ 3540.14

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 252

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **320768** on **00 2015 5563*****, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **218587**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **102181**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 102,181 at a Class 4 rate of levy to correct the overcharge.

District: **03 - CLARK-CLARKSBURG**
Account No. **03058269**
Ticket No. **502429**
Tax Year **2022**

Amount Exonerated: $ 3174.56

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 253

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **366245** on **00 2015 5565*****, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **249577**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **116668**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 116,668 at a Class 4 rate of levy to correct the overcharge.

District: **03 - CLARK-CLARKSBURG**
Account No. **03058272**
Ticket No. **502428**
Tax Year **2022**

Amount Exonerated: $ 3624.64

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE6254

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **354967** on **00 2015 5536*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **241892**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **113075**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 113,075 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03058274**
Ticket No. **500086**
Tax Year **2022**

Amount Exonerated: $ 2664.94

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR
Joseph A Romano

EXONERATIONS

RE 255

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **651540** on **00 2017 5820*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **443992**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **207548**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 207,548 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03065122**
Ticket No. **500090**
Tax Year **2022**

Amount Exonerated: $ 4891.48

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

RE 256

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **826995** on **00 2017 5821*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **563555**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **263440**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 263,440 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03065123**
Ticket No. **500089**
Tax Year **2022**

Amount Exonerated: $ 6208.76

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

RE 257

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **629743** on **00 2017 5822*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **429138**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **200605**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 200,604 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03065124**
Ticket No. **500088**
Tax Year **2022**

Amount Exonerated: $ 4727.86

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 258

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **981803** on **00 2017 5823*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **669049**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **312754**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 312,754 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03065125**
Ticket No. **500087**
Tax Year **2022**

Amount Exonerated: $ 7370.98

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE259

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3173855** on **00 2019 5886***** 00 2019 5885*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **2162824**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **1011031**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 1,011,031 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03069440**
Ticket No. **500077**
Tax Year **2022**

Amount Exonerated: $ 23827.98

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

RE260

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2767726** on **00 2019 5887***** 00 2019 5888*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1886067**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **881659**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 881,659 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03069443**
Ticket No. **500091**
Tax Year **2022**

Amount Exonerated: $ 20778.94

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR Joseph A Romano

EXONERATIONS

RE261

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1135868** on **00 2017 5884*****, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **774037**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **361831**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 361,831 at a Class 3 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **03069445**
Ticket No. **516290**
Tax Year **2022**

Amount Exonerated: $ 8527.64

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE262

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2189390** on **00 2019 5869***** 00 2019 5870*****, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1491960**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **697430**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 697,430 at a Class 3 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **03069449**
Ticket No. **516292**
Tax Year **2022**

Amount Exonerated: $ 16437.04

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR
Joseph A Romano

EXONERATIONS

RE243

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **542380** on **00 2017 5741*****, Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **369604**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **172776**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022. Exonerate a value of 172,776 at a Class 3 rate of levy to correct the overcharge.

District: **20 - UNION-OUTSIDE**
Account No. **03069461**
Ticket No. **527977**
Tax Year **2022**

Amount Exonerated: $ 4071.98

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 264

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1455697** on **00 2017 5742***** 00 2017 5743*****, Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **991984**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **463713**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 463,713 at a Class 3 rate of levy to correct the overcharge.

District: **20 - UNION-OUTSIDE**
Account No. **03069463**
Ticket No. **527976**
Tax Year **2022**

Amount Exonerated: $ 10928.80

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR
Joseph A Romano

EXONERATIONS

RE 265

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2885192** on **00 2018 5769***** 00 2018 5771***** 00 2018 5772***** 00 2018 5773***** 00 2018 5774******* , Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1966113**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **919079**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 919,079 at a Class 3 rate of levy to correct the overcharge.

District: **20 - UNION-OUTSIDE**
Account No. **03069464**
Ticket No. **527974**
Tax Year **2022**

Amount Exonerated: $ 21660.86

PRESENT: Prosecuting Attorney
(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

RE 246

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2320187** on **00 2019 5766***** 00 2019 5767***** 00 2019 5768*****, Class **3/4** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1581091**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **739096**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 739,096 at a Class 3 rate of levy to correct the overcharge.

District: **20 - UNION-OUTSIDE**
Account No. **03069466**
Ticket No. **527975**
Tax Year **2022**

Amount Exonerated: $ 17419.02

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

RE 247

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **415498** on **00 2015 5717*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **283140**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **132358**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 132,358 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03069673**
Ticket No. **500079**
Tax Year **2022**

Amount Exonerated: $ 3119.40

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 268

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **310690** on **00 2015 5718*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **211719**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **98971**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 98,971 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03069674**
Ticket No. **500078**
Tax Year **2022**

Amount Exonerated: $ 2332.52

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE269

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1001691** on **00 2019 5871*****, Class **3/4** in **GRANT-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **682602**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **319089**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022. Exonerate a value of 319,089 at a Class 3 rate of levy to correct the overcharge.

District: **12 - GRANT-OUTSIDE**
Account No. **03070071**
Ticket No. **516291**
Tax Year **2022**

Amount Exonerated: $ 7520.30

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

VR 270

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2098639** on **00 2021 5914*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1393104**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **705535**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 705,535 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03074454**
Ticket No. **500082**
Tax Year **2022**

Amount Exonerated: $ 16628.04

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 271

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1702496** on **00 2021 5915*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1130139**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **572357**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 572,357 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03074455**
Ticket No. **500081**
Tax Year **2022**

Amount Exonerated: $ 13489.30

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

KE 272

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2023474** on **00 2021 5918*****, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1343208**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **680266**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 680,266 at a Class 3 rate of levy to correct the overcharge.

District: **01 - CLARK-OUTSIDE**
Account No. **03074456**
Ticket No. **500080**
Tax Year **2022**

Amount Exonerated: $ 16032.52

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

RE 273

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **896869** on **00 2021 5903*****, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **595353**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **301516**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 301,516 at a Class 3 rate of levy to correct the overcharge.

District: **15 - SIMPSON-OUTSIDE**
Account No. **03074457**
Ticket No. **519225**
Tax Year **2022**

Amount Exonerated: $ 7106.12

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EXONERATIONS

RE 274

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1078288** on **00 2021 5905*****, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **715781**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **362507**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 362,507 at a Class 3 rate of levy to correct the overcharge.

District: **15 - SIMPSON-OUTSIDE**
Account No. **03074458**
Ticket No. **519224**
Tax Year **2022**

Amount Exonerated: $ 8543.56

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 275

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1216527** on **00 2021 5907*****, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **807546**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **408981**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 408,980 at a Class 3 rate of levy to correct the overcharge.

District: **15 - SIMPSON-OUTSIDE**
Account No. **03074459**
Ticket No. **519223**
Tax Year **2022**

Amount Exonerated: $ 9638.86

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

RE276

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1644016** on **00 2021 5908*****, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1091319**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **552697**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 522,697 at a Class 3 rate of levy to correct the overcharge.

District: **15 - SIMPSON-OUTSIDE**
Account No. **03074461**
Ticket No. **519222**
Tax Year **2022**

Amount Exonerated: $ 13025.96

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

EXONERATIONS

RE 277

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1799284** on **00 2021 5910*****, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1226122**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **573162**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 573,162 at a Class 3 rate of levy to correct the overcharge.

District: **15 - SIMPSON-OUTSIDE**
Account No. **03074463**
Ticket No. **519221**
Tax Year **2022**

Amount Exonerated: $ 13508.28

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EXONERATIONS

RE 278

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2372038** on **00 2022 5902*****, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1226300**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **1145738**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 1,145,738 at a Class 3 rate of levy to correct the overcharge.

District: **15 - SIMPSON-OUTSIDE**
Account No. **03078626**
Ticket No. **519227**
Tax Year **2022**

Amount Exonerated: $ 27002.76

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR
Joseph R Romano

EXONERATIONS

RE 279

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2023 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2164246** on **00 2022 5909*****, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **1118875**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **1045371**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 1,045,371 at a Class 3 rate of levy to correct the overcharge.

District: **15 - SIMPSON-OUTSIDE**
Account No. **03078632**
Ticket No. **519228**
Tax Year **2022**

Amount Exonerated: $ 24637.30

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR
Joseph R Romano

EXONERATIONS

RE 280

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 22nd day of March, 2022 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **ARSENAL RESOURCES LLC** whose address is, 6031 WALLACE RD EXT WEXFORD, PA 15090, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1854450** on **00 2022 2911*****, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **958717**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **895733**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2022**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

As per BOAA hearing 11/7/22 Harrison County Commission ruled to allow agreement between WVSTD & Arsenal Resources LLC to amend working interest values for 2022 tax year. Exonerate a value of 895,733 at a Class 3 rate of levy to correct the overcharge.

District: **15 - SIMPSON-OUTSIDE**
Account No. **03078872**
Ticket No. **519226**
Tax Year **2022**

Amount Exonerated: $ 21110.64

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

7-A

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

The County Commission of Harrison County
(West Virginia)
Tax Increment Revenue and Refunding Bonds
(Charles Pointe Project No. 2- North Land Bay Improvements)
Series 2008 A

To: UMB Bank
120 South Sixth Street Suite 1400
Minneapolis, MN 55402

REQUISITION FOR PAYMENT NO. (03/22/23)

THE COUNTY COMMISSION OF HARRISON COUNTY (the "Issuer"), by its duly Authorized Representatives, hereby certifies, in connection with this Requisition for Payment from Series A Administrative Expense Fund (the "Requisition") under a Development Agreement for the above captioned bonds (the "Series 2008 A Bonds"), dated March 5, 2008 (the "Development Agreement") between the Issuer and the Developer, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Development Agreement or the Indenture of Trust for the Series 2008 A Bonds, dated March 5, 2008 as supplemented and amended (the "Series 2008 A Trust Indenture") between the Issuer and UMB Bank as substitute trustee under the Series 2008 A Trust Indenture.

2. The amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund is necessary to pay Administrative Expenses incurred during the preceding six month period.

3. The amount requested to be disbursed from the Series A Administrative Expense Fund by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Series 2008 A Trust Indenture and Development Agreement, and (b) is an authorized expenditure under the Project Plan and the Act.

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$1,357.00**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$1,357.00** As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $ -0- is to be paid to the Developer as reimbursement to the Developer for an invoice or statement previously paid by the Developer to an entity that is not affiliated with the Developer; and

(b) **$1,357.00** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **22nd day of March, 2023.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

Jackson Kelly, Inc.	Invoice #1172936	Dated: 01/09/2023	$ 708.00
Jackson Kelly, Inc.	Invoice #1175303	Dated: 02/08/2023	$ 442.50
Jackson Kelly, Inc.	Invoice #1177640	Dated: 03/09/2023	$ 206.50
	Total		**$1,357.00**

JACKSONKELLY PLLC
Attorneys at Law
P.O BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District
c/o Harrison County Commission
Attn: Gina Jones
301 West Main Street
Clarksburg, WV 26301-2974
gjones@harrisoncountywv.gov

January 9, 2023
Invoice No. 1172936

SUMMARY OF OUTSTANDING INVOICES

Total Amount of Current Invoice # 1172936 **$708.00**
Amount of Prior Invoices Outstanding:

INVOICE #	DATE	AMOUNT
1170648	12/06/22	531.00

Total Amount of Prior Invoices Outstanding 531.00

Total Amount Due $1,239.00

If payment of any prior invoice has already been forwarded, please disregard as to that invoice.

PLEASE RETURN THIS PAGE WITH REMITTANCE

NOTE: This summary page may not include all outstanding invoices. Outstanding invoices for other matters that are separately billed or billed to other contacts will not be reflected on this summary page. Should you have any questions regarding the invoices that appear above please contact JK_Finance@jacksonkelly.com.

PAYMENT DUE February 8, 2023

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

January 9, 2023
Invoice No. 1172936

For Legal Services Rendered through December 31, 2022.

Matter 301
TIF Bond Assessments

Date	Timekeeper	Description	Hours	Amount
12/02/22	M. Imbrogno	Attending regular December board meeting.	0.50	147.50
12/06/22	M. Imbrogno	Corresponding with potential new board member regarding appointment to district board.	0.20	59.00
12/07/22	M. Imbrogno	Phone call with potential new board member regarding board duties.	0.60	177.00
12/13/22	M. Imbrogno	Preparing draft December meeting minutes.	0.30	88.50
12/14/22	M. Imbrogno	Corresponding with board members regarding draft meeting minutes.	0.20	59.00
12/28/22	M. Imbrogno	Preparing appointment order for new board member.	0.60	177.00
		Total Hours	2.40	
		Services		$708.00
		Total This Matter		$708.00

cc: Laura Pysz
lpysz@harrisoncountywv.gov
cc: Hazel Rader
hrader@harrisoncountywv.com
cc: Michelle Tonkin
mtonkin@harrisoncountywv.gov

PAYMENT DUE February 8, 2023

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

January 9, 2023
Invoice No. 1172936

If you would prefer to have your invoices emailed or need to update your current email on file, please contact us at JK_Billing@jacksonkelly.com.

PAYMENT DUE February 8, 2023

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District
c/o Harrison County Commission
Attn: Gina Jones
301 West Main Street
Clarksburg, WV 26301-2974
gjones@harrisoncountywv.gov

February 8, 2023
Invoice No. 1175303

SUMMARY OF OUTSTANDING INVOICES

Total Amount of Current Invoice # 1175303 **$442.50**
Amount of Prior Invoices Outstanding:

INVOICE #	DATE	AMOUNT
1172936	01/09/23	708.00

Total Amount of Prior Invoices Outstanding 708.00

Total Amount Due $1,150.50

If payment of any prior invoice has already been forwarded, please disregard as to that invoice.

PLEASE RETURN THIS PAGE WITH REMITTANCE

NOTE: This summary page may not include all outstanding invoices. Outstanding invoices for other matters that are separately billed or billed to other contacts will not be reflected on this summary page. Should you have any questions regarding the invoices that appear above please contact JK_Finance@jacksonkelly.com.

PAYMENT DUE March 10, 2023

JACKSONKELLY PLLC
Attorneys at Law
P O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

February 8, 2023
Invoice No. 1175303

For Legal Services Rendered through January 31, 2023.

Matter 301
TIF Bond Assessments

Date	Timekeeper	Description	Hours	Amount
01/03/23	M. Imbrogno	Corresponding with County Administrator regarding proposed appointment to CED board.	0.30	88.50
01/05/23	M. Imbrogno	Corresponding regarding appointment of new board member.	0.40	118.00
01/06/23	M. Imbrogno	Corresponding regarding appointment of new board member.	0.20	59.00
01/23/23	M. Imbrogno	Corresponding regarding appointment of new board member.	0.10	29.50
01/30/23	M. Imbrogno	Corresponding regarding new board member appointment and oath of office.	0.40	118.00
01/31/23	M. Imbrogno	Corresponding with County bond counsel regarding new board member appointment.	0.10	29.50
		Total Hours	1.50	
		Services		$442.50
		Total This Matter		$442.50

cc: Laura Pysz
lpysz@harrisoncountywv.gov
cc: Hazel Rader
hrader@harrisoncountywv.com
cc: Michelle Tonkin
mtonkin@harrisoncountywv.gov

PAYMENT DUE March 10, 2023

JACKSONKELLY PLLC
Attorneys at Law
P O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

February 8, 2023
Invoice No. 1175303

If you would prefer to have your invoices emailed or need to update your current email on file, please contact us at JK_Billing@jacksonkelly.com.

PAYMENT DUE March 10, 2023

JACKSONKELLY PLLC
Attorneys at Law
P.O. BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District
c/o Harrison County Commission
Attn: Gina Jones
301 West Main Street
Clarksburg, WV 26301-2974
gjones@harrisoncountywv.gov

March 9, 2023
Invoice No. 1177640

SUMMARY OF OUTSTANDING INVOICES

Total Amount of Current Invoice # 1177640 **$206.50**
Amount of Prior Invoices Outstanding:

INVOICE #	DATE	AMOUNT
1172936	01/09/23	708.00
1175303	02/08/23	442.50

Total Amount of Prior Invoices Outstanding 1,150.50

Total Amount Due $1,357.00

If payment of any prior invoice has already been forwarded, please disregard as to that invoice.

PLEASE RETURN THIS PAGE WITH REMITTANCE

NOTE: This summary page may not include all outstanding invoices. Outstanding invoices for other matters that are separately billed or billed to other contacts will not be reflected on this summary page. Should you have any questions regarding the invoices that appear above please contact JK_Finance@jacksonkelly.com.

PAYMENT DUE April 8, 2023

JACKSONKELLY PLLC
Attorneys at Law
P O BOX 45705
BALTIMORE, MD 21297-5705
TELEPHONE 304-340-1000 FAX 304-340-1130
EMPLOYER I.D. NO. 550394215

34382
Charles Pointe Community Enhancement District

March 9, 2023
Invoice No. 1177640

For Legal Services Rendered through February 28, 2023.

Matter 301
TIF Bond Assessments

Date	Timekeeper	Description	Hours	Amount
02/01/23	M. Imbrogno	Corresponding regarding change in board member representing the Sheriff's Office.	0.30	88.50
02/02/23	M. Imbrogno	Corresponding regarding change in board membership for Sheriff or his designee position.	0.40	118.00
		Total Hours	0.70	
		Services		$206.50
		Total This Matter		$206.50

cc: Laura Pysz
lpysz@harrisoncountywv.gov
cc: Hazel Rader
hrader@harrisoncountywv.com
cc: Michelle Tonkin
mtonkin@harrisoncountywv.gov

If you would prefer to have your invoices emailed or need to update your current email on file, please contact us at JK_Billing@jacksonkelly.com.

PAYMENT DUE April 8, 2023

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information
(304) 353-8148 Telephone
(304) 353-8180 Facsimile
todd.swanson@steptoe-johnson.com

February 21, 2023

VIA OVERNIGHT DELIVERY
Laura Pysz, *County Administrator*
The County Commission of Harrison County
301 West Main Street
Clarksburg, West Virginia 26301

Re: Greater Harrison County Public Service District
Proposal to Increase Water Rates and Charges

Dear Ms. Pysz:

On February 16, 2023, Greater Harrison County Public Service District (the "District") adopted a resolution increasing its rates and charges for the provision of water service. Under the requirements of W. VA. CODE § 16-13A-9 relating to rates adopted by a public service district, the District is required to obtain the approval of The County Commission of Harrison County (the "County Commission") for the new rates and charges for water service.

In support of the District's proposal to increase its rates and charges for water service, please find enclosed the following supporting information and documentation:

1. The District's water rate resolution establishing new rates and charges for water service, enclosed as Attachment No. 1.

2. The District held a public hearing to accept public comment on the proposed water rate increase on Thursday, February 16, 2023, at 9 a.m., at the West Milford Community Center, Town of West Milford Council Chambers, 925 Liberty Street, West Milford, West Virginia.

3. The affidavit of publication evidencing publication of the notice of the proposed rates and public hearing in *The Weston Democrat* as a Class I legal advertisement on February 1, 2023, enclosed as Attachment No. 2.

4. The affidavit of publication evidencing publication of the notice of the proposed rates and public hearing in *The Exponent Telegram* as a Class I legal advertisement on January 25, 2023, enclosed as Attachment No. 3.

5. The affidavit of mailing verifying that the District mailed to its water

customers the notice required by W. VA. CODE § 16-13A-9(a)(2)(A) on January 20, 2023, enclosed as Attachment No. 4.

6. The financial justification prepared by the District's certified public accountant that supports the new rates and charges that the District established, enclosed as Attachment No. 5.

7. Evidence of the following long-term debt of the District, enclosed as Attachment No. 6 (collectively, the "Bonds"):

a. The bond resolution and specimen bond for the District's Water Revenue Bonds, Series 2004 (West Virginia Infrastructure Fund), dated July 27, 2004, issued in the original aggregate principal amount of $703,000. For the debt service coverage requirements, please see Section 7.09, pages 41-42 of the bond resolution.

b. The bond resolution and specimen bond for the District's Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure fund), dated March 29, 2006, issued in the original aggregate principal amount of $1,250,000. For the debt service coverage requirements, please see Section 7.09, pages 40-41 of the bond resolution.

c. The bond resolution and specimen bond for the District's Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated March 16, 2009, issued in the original aggregate principal amount of $1,500,000. For the debt service coverage requirements, please see Section 7.09, page 39 of the bond resolution.

d. The bond resolution and specimen bond for the District's Water Revenue Bonds, Series 2014 A (United States Department of Agriculture), dated December 5, 2014, issued in the original aggregated principal amount of $4,000,000. For the debt service coverage requirements, please see Section 5.02, page 22 of the bond resolution.

Please note that because the debt service reserve accounts for the Bonds are not fully funded as required under the authorizing resolutions, the debt service coverage requirement for the Bonds is 115% of the maximum amount required in any fiscal year for the payment of principal and interest on the Bonds.

8. A copy of W. VA. CODE § 16-13-A-9(a)(2)(A)-(G), which specifies the

procedure that the District must follow to increase its water rates and charges, enclosed as Attachment No. 7.

9. A copy of W. VA. CODE § 24-1-1(k), which specifies that the District shall maintain a cash working capital fund in an amount of no less than one-eighth (*i.e.*, 12.5%) of the District's actual annual operation and maintenance expense, enclosed as Attachment No. 8.

10. Under W. VA. CODE § 16-13-A-9, before the County Commission has jurisdiction to approve the District's water rate increase, the District must serve at least 4,500 customers and have an annual combined gross revenue of $3 million or more from its separate or combined water and sewer services. For the fiscal year ended June 30, 2021, the District's combined revenue from its water and sewer services was $4,363,824 (Sewer Gross Annual Revenue = $2,224,292 and Water Gross Annual Revenue = $2,139,532), while the District's combined customer count from its water and sewer services was 5,729 (Sewer Customers = 2,239 and Water Customers = 3,490). Enclosed as Attachment No. 9 are excerpts from the District's 2021 Public Service Commission Annual Reports supporting the foregoing revenue and customer numbers.

11. Copies of the water rate ordinance enacted by the Clarksburg Water Board ("Clarksburg") and Town of Nutter Fort ("Nutter Fort"), enclosed as Attachment No. 10. Because the District does not have its own water treatment plant, the District purchases water from Clarksburg and Nutter Fort that it then resales to its customers.

W. VA. CODE § 16-13A-9 requires the District to provide notice in writing to the County Commission of the District's decision to establish new rates and charges for water service. The statute also requires the County Commission to review and act on the new rates, fees and charges within 45 days of receipt of the District's resolution. The County Commission must publish a Class I legal advertisement providing notice of the District's new rates, fees and charges for water service. The District respectfully requests that the County Commission consider the District's proposal at its ***March 8, 2023*** meeting. If this date is not convenient for the County Commission, please let me know. The District will assume responsibility for publication of the Class I legal advertisement.

Should you or the County Commissioners desire further information regarding the District's water rate increase, please do not hesitate to contact me to request the additional information. The District stands ready to provide any additional information that you or the County Commissioners desire.

In addition to the original of this letter and the attachments, I am including copies for each of the County Commissioners. Should you need additional copies, please let me know and I will provide them. Also, I will e-mail you a share site link that includes this letter and the attachments.

Thank you for your attention to this matter, and please contact me should you have any questions.

Sincerely,



Todd M. Swanson

Encl.
cc (w/ encl.): William C. Hoover, General Manager
Zachary D. Dobbins, CPA

TABLE OF ATTACHMENTS

Attachment No. 1	Water Rate Resolution
Attachment No. 2	Affidavit of Publication – *The Weston Democrat*
Attachment No. 3	Affidavit of Publication – *The Exponent Telegram*
Attachment No. 4	Affidavit of Mailing
Attachment No. 5	Financial Justification
Attachment No. 6	District's Long-Term Debt
Attachment No. 7	W. VA. CODE § 16-13A-9(a)(2)(A)-(G)
Attachment No. 8	W. VA. CODE § 24-1-1(k)
Attachment No. 9	Public Service Commission Annual Report Excerpts
Attachment No. 10	Clarksburg and Nutter Fort Water Rate Ordinances

Attachment No. 1

Water Rate Resolution

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

A RESOLUTION ESTABLISHING NEW RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE PUBLIC WATERWORKS SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT:

Section 1. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof) is adopted pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended, and other applicable provisions of law (collectively, the "Act").

Section 2. Findings. It is hereby found, determined and declared:

A. Greater Harrison County Public Service District (the "District") is a public service district, public corporation and political subdivision of the State of West Virginia located in Harrison, Lewis and Marion Counties of said State (the "Counties"). The District is authorized to provide potable water service within certain areas of the Counties (the "District's Water Service Territory").

B. The District presently owns and operates a potable waterworks storage and distribution system within the District's Water Service Territory (the existing potable water storage and distribution system of the District and any further extensions, additions, betterments and improvements thereto are herein called the "System").

C. The District purchases potable water from the City of Clarksburg Water Board (the "Board") and the Town of Nutter Fort (the "Town") that the District resales to its customers.

D. The Board enacted a water rate ordinance that increases the resale rate it charges the District, and the Town is in the process of enacting a water rate ordinance that will increase the resale rate it charges the District.

E. To generate the additional revenue required to pay the increased resale rates of the Board and the Town, the Public Service Board of the District determined it must adjust the water rates and charges for the System.

Section 3. Rates and Charges. The new water rates and charges for the System as set forth in the tariff attached as Exhibit A are hereby adopted and approved as the rates and charges for the services and facilities of the System.

Section 4. County Commission Review and Approval. As required by the Act, before going into effect, the water new rates and charges for the services and facilities of the System must be forwarded to The County Commission of Harrison County (the "County

Commission") for approval, modification, or rejection. Thus, upon adoption of the new water rates and charges for the services and facilities of the System as set forth in the tariff attached to this Resolution as Exhibit A, the District shall promptly forward this Resolution and the attached tariff to the County Commission for approval, modification, or rejection.

Section 5. Amendment or Modification. This Resolution may be amended or supplemented in any way by a supplemental resolution without any requirement of a further public hearing or notice under the Act except as hereinafter set forth. No material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially alter the new water rates and charges for the System shall be made without the notice required by the Act.

Section 6. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution or any resolution amendatory or supplemental hereto.

Section 7. Headings, Etc. The headings and catchlines of the articles, sections and subsections of this Resolution are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 8. Conflicting Prior Resolutions and Provisions Repealed. All prior orders or resolutions of the District, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 9. Covenant of Due Procedure, Etc. The District covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and for the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, the Secretary and members of the Public Service Board of the District were at all times when any actions in connection with this Resolution occurred duly appointed, and were appropriately elected to office and duly qualified for such office.

Section 10. Statutory Notice and Public Hearing. During the calendar month immediately prior to the calendar month in which the District held the public hearing to receive comment or protest from the public with respect to the proposed water rate increase, the District provided the water customers of the System notice of the District's intent to pursue an increase in the rates and charges for the services and facilities of the System. After the first reading of this Resolution, public notice of the public hearing on this Resolution was published once in newspapers of general circulation in the District's Water Service Territory, stating that any person interested may appear before the District upon a date certain, and present comment or protest, and that a copy of this Resolution is on file with the District for review by interested persons during normal office hours of the District. At the public hearing, all comments and protests were heard and the Public Service Board of the District, following such public hearings, took action as it deemed proper.

Section 11. Effective Date. As provided in the Act, the rates and charges for the services and facilities of the System set forth in the tariff attached as Exhibit A shall go into effect after approval or modification by the County Commission.

Passed on First Reading: January 19, 2023

Passed on Second Reading
Following Public Hearing: February 16, 2023

GREATER HARRISON COUNTY
PUBLIC SERVICE DISTRICT

By: James L. Sanders
Its: Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT on the 16th of February 2023.

Dated: February 16, 2023.

[SEAL]

Secretary

EXHIBIT A

Water Tariff

P.S.C. W. Va. No. 26
Canceling P.S.C. W. Va. No. 25

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT,

a public utility

OF

WEST MILFORD, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING

WATER

Lost Creek, Mt. Clare, Clark and Elk Districts and south of City of Clarksburg, Harrison County, West Virginia, portions of Lewis County West Virginia, and portions of Marion County, West Virginia

Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued _____, 2023

Effective for all bills rendered on and after _____, 2023

Issued by authority of a Resolution adopted by the Public Service Board of Greater Harrison County Public Service District on February 16, 2023, and approved by The County Commission of Harrison County on _____, 2023.

Issued by GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public utility

By:_____

Title: General Manager

RULES AND REGULATIONS

I. *Rules and Regulations for the Government of Water Utilities*, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

Effective as Approved by The County Commission of Harrison County

SCHEDULE I

APPLICABILITY

Applicable in the entire area served by the District, except for the territory formerly served by Quiet Dell Public Service District in the Craigmoor and Romines Mills extension area.

AVAILABILITY

Available for general domestic, commercial, industrial and sale for resale water service.

(I) RATES (customers with metered water supply)

First	3,000 gallons used per month	$12.94 per 1,000 gallons
Next	3,000 gallons used per month	$12.85 per 1,000 gallons
All Over	6,000 gallons used per month	$12.75 per 1,000 gallons

(I) MINIMUM CHARGE

No bill will be rendered for less than the following amounts per month according to the size of the meter installed, to wit:

5/8	inch meter	$38.82	per month
3/4	inch meter	$58.23	per month
1	inch meter	$97.05	per month
1 1/4	inch meter	$141.69	per month
1 1/2	inch meter	$194.10	per month
2	inch meter	$310.56	per month
3	inch meter	$621.12	per month
4	inch meter	$970.50	per month
6	inch meter	$1,941.00	per month
8	inch meter	$3,105.60	per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(I) Indicates increase

DISCONTINUATION OF SERVICE

If any bill is not paid within thirty (30) days of the billing date, water service for the customer shall be discontinued after having first complied with the Public Service Commission's Rules and Regulations for the Government of Water Utilities.

RECONNECTION

Whenever the supply of water is turned off for violations of rules, non-payment of bills, or fraudulent use of water, a reconnect fee of $30 shall be charged.

(I) TAP FEE

The following charges are to be made whenever the utility installs a new tap to serve an applicant:

A tap fee of $100 will be charged to customers applying for service before construction is completed adjacent to customer's premises in connection with a waterworks system improvement project. This pre-construction tap fee will be invalid after the completion of construction adjacent to the applicant's premises that is associated with a waterworks system improvement project.

A tap fee of $500 will be charged to customers who apply for service outside of a waterworks system improvement project for each new tap to the system.

(C) LEAK ADJUSTMENT

An incremental charge of $6.13 per 1,000 gallons shall be charged for water usage if the water leak is eligible under the (i) Public Service Commission's rules for leaks on the customer's side of the meter, and (ii) utility's water leak adjustment policy.

(I) SALES FOR RESALE

Available for all water delivered to water utilities for resale:

Gallons metered	$6.96 per 1,000 gallons

(I) STANDBY SERVICE

Service under this tariff is available throughout the entire territory served by the District to a new or prospective resale customer that has an alternative source of supply. Standby service will be available on a firm basis only.

Per connection per month	$7.28
Gallons metered	$6.13 per 1,000 gallons

(I) Indicates increase
(C) Indicates change in text

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the utility up to a maximum of $25 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars ($50), whichever is greater. This fee may change by applicable statutory provisions.

SCHEDULE II

APPLICABILITY

Applicable in the territory formerly served by Quiet Dell Public Service District in the Craigmoor and Romines Mills extension areas.

AVAILABILITY

Available for general domestic, commercial, industrial and sale for resale water service.

(I) RATES (customers with metered water supply)

First	3,000 gallons used per month	$13.59 per 1,000 gallons
Next	3,000 gallons used per month	$13.28 per 1,000 gallons
All Over	6,000 gallons used per month	$11.93 per 1,000 gallons

(I) MINIMUM CHARGE

No bill will be rendered for less than the following amounts per month according to the size of the meter installed, to wit:

5/8	inch meter	$40.77	per month
3/4	inch meter	$61.16	per month
1	inch meter	$101.93	per month
1 1/4	inch meter	$148.81	per month
1 1/2	inch meter	$203.85	per month
2	inch meter	$326.16	per month
3	inch meter	$652.32	per month
4	inch meter	$1,019.25	per month
6	inch meter	$2,038.50	per month
8	inch meter	$3,261.60	per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(I) Indicates increase

DISCONTINUATION OF SERVICE

If any bill is not paid within thirty (30) days of the billing date, water service for the customer shall be discontinued after having first complied with the Public Service Commission's Rules and Regulations for the Government of Water Utilities.

RECONNECTION

Whenever the supply of water is turned off for violations of rules, non-payment of bills, or fraudulent use of water, a reconnect fee of $30 shall be charged.

(I) TAP FEE

The following charges are to be made whenever the utility installs a new tap to serve an applicant:

A tap fee of $100 will be charged to customers applying for service before construction is completed adjacent to customer's premises in connection with a waterworks system improvement project. This pre-construction tap fee will be invalid after the completion of construction adjacent to the applicant's premises that is associated with a waterworks system improvement project.

A tap fee of $500 will be charged to customers who apply for service outside of a waterworks system improvement project for each new tap to the system.

(C) LEAK ADJUSTMENT

An incremental charge of $6.13 per 1,000 gallons shall be charged for water usage if the water leak is eligible under the (i) Public Service Commission's rules for leaks on the customer's side of the meter, and (ii) utility's water leak adjustment policy.

(I) SALES FOR RESALE

Available for all water delivered to water utilities for resale:

Gallons metered	$6.77 per 1,000 gallons

(I) STANDBY SERVICE

Service under this tariff is available throughout the entire territory served by the District to a new or prospective resale customer that has an alternative source of supply. Standby service will be available on a firm basis only.

Per connection per month	$7.28
Gallons metered	$6.13 per 1,000 gallons

(I) Indicates increase
(C) Indicates change in text

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the utility up to a maximum of $25 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars ($50), whichever is greater. This fee may change by applicable statutory provisions.

SCHEDULE III

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for private fire protection service.

(I) RATES

Size of Service	Charges per month
2-inch	$4.43
4-inch	$8.52
6-inch	$25.65
8-inch	$51.37

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the utility up to a maximum of $25 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars ($50), whichever is greater. This fee may change by applicable statutory provisions.

(I) Indicates increase

Attachment No. 2

Affidavit of Publication – *The Weston Democrat*

The Weston Democrat

Weston Democrat
139 Main Ave
PO Box 968
Weston, WV 26452
304-626-1420
classified@westondemocrat.com

Advertising Invoice

STEPTOE AND JOHNSON PLLC

Acct#:25665
Ad#:570809
Phone#:304-556-8237
Date:02/01/2023

Salesperson: RACHEAL PLAUGHER Classification: Weston Legals Ad Size: 3.0 x 6.0

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Weston Democrat Classified	02/01/2023	02/01/2023	1	111.71	111.71

Payment Information:

Date:	Order#	Type
01/23/2023	570809	BILLED ACCOUNT

Total Amount: 111.71
Amount Due: 111.71

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

NOTICE OF PUBLIC HEARING OF
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

In accordance with the requirements of W. VA. CODE § 16-13A-9, Greater Harrison County Public Service District (the "District") provides notice of its intent to pursue an increase in its current rates and charges for water service. The District does not have a water treatment plant, but instead purchases potable water from the City of Clarksburg Water Board (the "Board") and Town of Nutter Fort (the "Town") that it then resales to its customers. An increase in the District's rates and charges for water service is necessary to generate the additional revenue required to pay the increased resale rates of the Board and Town. The average monthly bill for the various classes of water customers will change as follows:

Effective as Approved by The County Commission of Harrison County

SCHEDULE I

	Current Rates	Proposed Rates	($) Rates Increase	(%) Rates Increase
Residential (3,400 gallons)	$39.07	$43.96	$4.89	12.52%
Commercial (9,600 gallons)	$109.56	$123.37	$13.72	12.53%
Resale (952,000 gallons)	$5,731.04	$6,445.04	$714.00	12.46%

SCHEDULE II

	Current Rates	Proposed Rates	($) Rates Increase	(%) Rates Increase
Residential (3,400 gallons)	$40.96	$46.08	$5.12	12.50%
Commercial (9,600 gallons)	$100.80	$123.56	$13.76	12.53%

SCHEDULE III

	Current Rates	Proposed Rates	($) Rates Increase	(%) Rates Increase
Private Fire Protection – 2-inch	$3.94	$4.43	$0.49	12.44%
Private Fire Protection – 4-inch	$7.67	$8.62	$0.95	12.50%
Private Fire Protection – 6-inch	$22.80	$25.65	$2.85	12.50%
Private Fire Protection – 8-inch	$45.68	$51.37	$5.71	12.51%

Moreover, the District is proposing to increase its tap fee from $400 to $500, an increase of $100 or 25%.

The District will conduct a public hearing regarding the proposed water rate increase February 16, 2023 at 9:00 a.m., at the West Milford Community Center, Town of West Milford Council Chambers, 626 Liberty Street, West Milford, West Virginia. The public hearing is open to the public and all interested parties may appear at the public hearing and present comment or protest with respect to the proposed water rate increase.

Details regarding the proposed increased water rates are on file with and available for public inspection during normal business hours at District's office, West Milford, West Virginia.

PUBLISHER'S CERTIFICATE

I, Angie Cantrell,
Classified Manager of THE WESTON DEMOCRAT, a newspaper of general circulation published in the city of Weston, Lewis County and state of West Virginia, do hereby certify that the annexed:

GREATER HARRISON PSD

was published in THE WESTON DEMOCRAT 1 time(s) commencing on 02/01/2023 and ending on 02/01/2023 at the request of

STEPTOE AND JOHNSON PLLC.

Given under my hand this 02/01/2023.

The publisher's fee for said publication is: $111.71.

Angie Cantrell
Classified Manager of
THE WESTON DEMOCRAT

Subscribed to and sworn to before me this
02/01/2023

Racheal Plaugher
Notary Public in and for Lewis County, WV

My commission expires on
The 27 day of February 25

OFFICIAL SEAL
Notary Public, State of West Virginia
Racheal Plaugher
WV News
324 Howes Ave
Clarksburg, WV 26301
My Commission Expires February 27, 2025

Attachment No. 3

Affidavit of Publication – *The Exponent Telegram*

The Exponent
Telegram

P.O. Box 2000
Clarksburg, WV 26302
Phone: 304-626-1420
Fax: 304-622-3629
Classified@theet.com

Advertising Invoice

STEPTOE AND JOHNSON PLLC

,

Acct#:25665
Ad#:570806
Phone#:304-556-8237
Date:01/25/2023

Salesperson: RACHEAL PLAUGHER Classification: Legal Ads Ad Size: 3.0 x 6.0

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Classified Exponent	01/25/2023	01/25/2023	1	127.02	127.02

Payment Information:

Date:	Order#	Type
01/23/2023	570806	BILLED ACCOUNT

Total Amount: 127.02
Amount Due: 127.02

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

PUBLISHER'S CERTIFICATE

I, Angie Cantrell,
Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the city of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

GREATER HARRISON PSD

was published in THE EXPONENT-TELEGRAM 1 time(s) commencing on 01/25/2023 and ending on 01/25/2023 at the request of

STEPTOE AND JOHNSON PLLC.

Given under my hand this 01/25/2023.

The publisher's fee for said publication is: $127.02.

Angie Cantrell
Classified Manager of The Exponent-Telegram

Subscribed to and sworn to before me this
01/25/2023

Racheal Plaugher
Notary Public in and for Harrison County, WV

My commission expires on
The 27 day of February 20 25

OFFICIAL SEAL
Notary Public, State of West Virginia
Racheal Plaugher
WV News
324 Howes Ave.
Clarksburg, WV 26301
My Commission Expires February 27, 2025

NOTICE OF PUBLIC HEARING OF
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

In accordance with the requirements of W. VA. CODE § 16-13A-9, Greater Harrison County Public Service District (the "District") provides notice of its intent to pursue an increase in its current rates and charges for water service. The District does not have a water treatment plant, but instead purchases potable water from the City of Clarksburg Water Board (the "Board") and Town of Nutter Fort (the "Town") that it then resales to its customers. An increase in the District's rates and charges for water service is necessary to generate the additional revenue required to pay the increased resale rates of the Board and Town. The average monthly bill for the various classes of water customers will change as follows:

Effective as Approved by The County Commission of Harrison County

SCHEDULE I

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Residential (3,400 gallons)	$39.07	$43.96	$4.89	12.52%
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Resale (952,000 gallons)	$5,731.04	$6,445.04	$714.00	12.46%

SCHEDULE II

	Current Rates	Proposed Rates	($) Rate Increase	(%) Rate Increase
Residential (3,400 gallons)	$40.96	$46.08	$5.12	12.50%
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SCHEDULE III

	Current Rates	Proposed Rates	($) Rate Increase	(%) Rate Increase
Private Fire Protection – 2-inch	$3.94	$4.43	$0.49	12.44%
Private Fire Protection – 4-inch	$7.57	$8.52	$0.95	12.55%
Private Fire Protection – 6-inch	$22.80	$25.65	$2.85	12.50%
Private Fire Protection – 8-inch	$45.66	$51.37	$5.71	12.51%

Moreover, the District is proposing to increase its tap fee from $400 to $500, an increase of $100 or 25%.

The District will conduct a public hearing regarding the proposed water rate increase February 16, 2023 at 9:00 a.m., at the West Milford Community Center, Town of West Milford Council Chambers, 925 Liberty Street, West Milford, West Virginia. The public hearing is open to the public and all interested parties may appear at the public hearing and present comment or protest with respect to the proposed water rate increase.

Details regarding the proposed increased water rates are on file with and available for public inspection during normal business hours at District's office, West Milford, West Virginia.

Attachment No. 4

Affidavit of Mailing

AFFIDAVIT OF PUBLIC NOTICE
BY MAILING

STATE OF WEST VIRGINIA
COUNTY OF HARRISON, to wit:

I, William C. Hoover, being first fully sworn upon my oath, do depose and say that I am the General Manager for Greater Harrison County Public Service District (the "District") and that I have been duly authorized to execute this affidavit of public notice by mailing.

As required by W. VA. CODE § 16-13A-9, on January 20, 2023, the District mailed the attached notice to its water customers in compliance with the requirement to provide the notice in the month preceding the month in which the resolution establishing new rates, fees and charges for water service was to be considered at a public hearing before the Public Service Board of the District.

Wm. C. Hoover
William C. Hoover
General Manager

Taken, subscribed and sworn to before me in said county this 16th day of February 2023.

My commission expires 2/17/2024.

[NOTARY SEAL]

NOTARY PUBLIC OFFICIAL SEAL
TODD M SWANSON
State of West Virginia
My Commission Expires February 17, 2024
STEPTOE & JOHNSON PLLC
PO BOX 1588
CHARLESTON, WV 25326

Notary Public

16041054.1

Attachment No. 5

Financial Justification

Greater Harrison County Public Service District - Water
Cash Flow Analysis
June 30, 2022

	Per Books	Per Books Adjusted	Going Level	12.50% Increase ProForma
	$	$	$	$
Available Cash:				
Metered Sales	2,161,820	2,102,304	2,151,035	2,421,555
Working Capital Reserve	-	59,516	59,065	64,808
Forfeited Discounts	51,771	51,771	52,927	59,543
Coons Run O&M Agreement	49,820	49,820	49,820	-
Rental Income	6,000	6,000	6,000	6,000
Other Water Revenues	5,825	5,825	5,825	5,825
Interest and Dividend Income	609	609	609	609
Total Available Cash	2,275,845	2,275,845	2,325,281	2,558,340
Cash Requirements:				
Operation & Maintenance Expenses	1,827,542	1,827,542	2,013,451	2,073,855
Regulatory PSC Assessment	7,025	7,025	7,025	7,025
Taxes Other Than Federal Income Taxes	31,842	31,842	31,842	32,797
Total Cash Requirement	1,866,409	1,866,409	2,052,318	2,113,677
Cash Available For Debt Service (A)	409,436	409,436	272,963	444,663
Debt Service Requirements:				
Bonds Payable - Interest Expense (See Attached)	124,894	124,894	122,377	122,377
Principal	151,538	151,538	154,055	154,055
Sub-Total (B)	276,432	276,432	276,432	276,432
Debt Service Reserve Requirements	18,720	18,720	18,720	18,720
Lease Payable Payments	2,220	2,220	2,220	2,220
Renewal & Replacement Reserve - 2.5%	55,340	55,340	56,576	63,648
Total Debt Service and Reserve Requirements	352,712	352,712	353,948	361,020
Working Capital Reserve - SB 234	-	59,516	59,065	64,808
Remaining Cash Surplus (Deficit)	56,724	(2,792)	(140,050)	18,835
Debt Service Coverage Factor (A)/(B)	148.11%	148.11%	98.75%	160.86%

Greater Harrison County Public Service District - Water
Schedule of Debt Payments
June 30, 2022

	Per Books	Per Books Adjusted	Going Level	ProForma
	$	$	$	$
Debt Service Requirements:				
2004 Revenue Bond - Interest Expense	-	-	-	-
Principal	18,260	18,260	18,260	18,260
2006 Revenue Bond - Interest Expense	-	-	-	-
Principal	32,260	32,260	32,260	32,260
2009 Revenue Bond - Interest Expense	-	-	-	-
Principal	38,712	38,712	38,712	38,712
2014 Revenue Bond - Interest Expense	124,894	124,894	122,377	122,377
Principal	62,306	62,306	64,823	64,823
Sub-Total (B)	276,432	276,432	276,432	276,432
Total Interest	124,894	124,894	122,377	122,377
Total Principal	151,538	151,538	154,055	154,055

Greater Harrison County Public Service District - Water
Comparison of Present, Going Level, and Proposed Tariffs
June 30, 2022

	Present	Going Level	Going Level Increase	Going Level Increase	ProForma	ProForma Increase	ProForma Increase
	$	$	$	%	$	$	%
Schedule 1							
First 3,000 Gallons Used per Month	11.50	11.50	-	0.00%	12.94	1.44	12.52%
Next 3,000 Gallons Used per Month	11.42	11.42	-	0.00%	12.85	1.43	12.52%
All Over 6,000 Gallons Used per Month	11.33	11.33	-	0.00%	12.75	1.42	12.53%
Schedule 2							
First 3,000 Gallons Used per Month	12.08	12.08	-	0.00%	13.59	1.51	12.50%
Next 3,000 Gallons Used per Month	11.80	11.80	-	0.00%	13.28	1.48	12.54%
All Over 6,000 Gallons Used per Month	10.60	10.60	-	0.00%	11.93	1.33	12.55%
Resale (Per Thousand)	6.02	6.02	-	0.00%	6.77	0.75	12.46%
Standby Service							
Per Connection per Month	6.47	6.47	-	0.00%	7.28	0.81	12.52%
Gallons Metered	5.45	5.45	-	0.00%	6.13	0.68	12.48%
Leak Adjustment	6.13	6.13	-	0.00%	6.13	-	0.00%
Schedule 3 (Fire Service)							
2" Fire Service (Per Month)	3.94	3.94	-	0.00%	4.43	0.49	12.44%
4" Fire Service (Per Month)	7.57	7.57	-	0.00%	8.52	0.95	12.55%
6" Fire Service (Per Month)	22.80	22.80	-	0.00%	25.65	2.85	12.50%
8" Fire Service (Per Month)	45.66	45.66	-	0.00%	51.37	5.71	12.51%
Minimum Charge:							
Schedule 1							
5/8 Inch Meter	$ 34.50	$ 34.50	-	0.00%	$ 38.82	4.32	12.52%
3/4 Inch Meter	$ 51.75	$ 51.75	-	0.00%	$ 58.23	6.48	12.52%
1 Inch Meter	$ 86.25	$ 86.25	-	0.00%	$ 97.05	10.80	12.52%
1 1/4 Inch Meter	$ 125.93	$ 125.93	-	0.00%	$ 141.69	15.77	12.52%
1 1/2 Inch Meter	$ 172.50	$ 172.50	-	0.00%	$ 194.10	21.60	12.52%
2 Inch Meter	$ 276.00	$ 276.00	-	0.00%	$ 310.56	34.56	12.52%
3 Inch Meter	$ 552.00	$ 552.00	-	0.00%	$ 621.12	69.12	12.52%
4 Inch Meter	$ 862.50	$ 862.50	-	0.00%	$ 970.50	108.00	12.52%
6 Inch Meter	$ 1,725.00	$ 1,725.00	-	0.00%	$ 1,941.00	216.00	12.52%
8 Inch Meter	$ 2,760.00	$ 2,760.00	-	0.00%	$ 3,105.60	345.60	12.52%
Schedule 2							
5/8 Inch Meter	$ 36.24	$ 36.24	-	0.00%	$ 40.77	4.53	12.50%
3/4 Inch Meter	$ 54.36	$ 54.36	-	0.00%	$ 61.16	6.79	12.50%
1 Inch Meter	$ 90.60	$ 90.60	-	0.00%	$ 101.93	11.33	12.50%
1 1/4 Inch Meter	$ 132.28	$ 132.28	-	0.00%	$ 148.81	16.53	12.50%
1 1/2 Inch Meter	$ 181.20	$ 181.20	-	0.00%	$ 203.85	22.65	12.50%
2 Inch Meter	$ 289.92	$ 289.92	-	0.00%	$ 326.16	36.24	12.50%
3 Inch Meter	$ 579.84	$ 579.84	-	0.00%	$ 652.32	72.48	12.50%
4 Inch Meter	$ 906.00	$ 906.00	-	0.00%	$ 1,019.25	113.25	12.50%
6 Inch Meter	$ 1,812.00	$ 1,812.00	-	0.00%	$ 2,038.50	226.50	12.50%
8 Inch Meter	$ 2,899.20	$ 2,899.20	-	0.00%	$ 3,261.60	362.40	12.50%

Greater Harrison County Public Service District - Water
Comparison of Present, Going Level, and Proposed Bills - Schedule 1
June 30, 2022

Gallons Billed	Present	Going Level	Going Level Increase	Going Level Increase	ProForma	ProForma Increase	ProForma Increase
	$	$	$	%	$	$	%
-	34.50	34.50	-	0.00%	38.82	4.32	12.52%
1,000	34.50	34.50	-	0.00%	38.82	4.32	12.52%
2,000	34.50	34.50	-	0.00%	38.82	4.32	12.52%
3,000	34.50	34.50	-	0.00%	38.82	4.32	12.52%
3,400	39.07	39.07	-	0.00%	43.96	4.89	12.52%
4,000	45.92	45.92	-	0.00%	51.67	5.75	12.52%
4,500	51.63	51.63	-	0.00%	58.10	6.47	12.52%
5,000	57.34	57.34	-	0.00%	64.52	7.18	12.52%
6,000	68.76	68.76	-	0.00%	77.37	8.61	12.52%
7,000	80.09	80.09	-	0.00%	90.12	10.03	12.52%
8,000	91.42	91.42	-	0.00%	102.87	11.45	12.52%
9,000	102.75	102.75	-	0.00%	115.62	12.87	12.53%
10,000	114.08	114.08	-	0.00%	128.37	14.29	12.53%
15,000	170.73	170.73	-	0.00%	192.12	21.39	12.53%
20,000	227.38	227.38	-	0.00%	255.87	28.49	12.53%
25,000	284.03	284.03	-	0.00%	319.62	35.59	12.53%
30,000	340.68	340.68	-	0.00%	383.37	42.69	12.53%
40,000	453.98	453.98	-	0.00%	510.87	56.89	12.53%
50,000	567.28	567.28	-	0.00%	638.37	71.09	12.53%
60,000	680.58	680.58	-	0.00%	765.87	85.29	12.53%
70,000	793.88	793.88	-	0.00%	893.37	99.49	12.53%
80,000	907.18	907.18	-	0.00%	1,020.87	113.69	12.53%
90,000	1,020.48	1,020.48	-	0.00%	1,148.37	127.89	12.53%
100,000	1,133.78	1,133.78	-	0.00%	1,275.87	142.09	12.53%
200,000	2,266.78	2,266.78	-	0.00%	2,550.87	284.09	12.53%
300,000	3,399.78	3,399.78	-	0.00%	3,825.87	426.09	12.53%
400,000	4,532.78	4,532.78	-	0.00%	5,100.87	568.09	12.53%
500,000	5,665.78	5,665.78	-	0.00%	6,375.87	710.09	12.53%

Greater Harrison County Public Service District - Water
Comparison of Present, Going Level, and Proposed Bills - Schedule 2
June 30, 2022

Gallons Billed	Present	Going Level	Going Level Increase	Going Level Increase	ProForma	ProForma Increase	ProForma Increase
	$	$	$	%	$	$	%
-	36.24	36.24	-	0.00%	40.77	4.53	12.50%
1,000	36.24	36.24	-	0.00%	40.77	4.53	12.50%
2,000	36.24	36.24	-	0.00%	40.77	4.53	12.50%
3,000	36.24	36.24	-	0.00%	40.77	4.53	12.50%
3,400	40.96	40.96	-	0.00%	46.08	5.12	12.50%
4,000	48.04	48.04	-	0.00%	54.05	6.01	12.51%
4,500	53.94	53.94	-	0.00%	60.69	6.75	12.51%
5,000	59.84	59.84	-	0.00%	67.33	7.49	12.52%
6,000	71.64	71.64	-	0.00%	80.61	8.97	12.52%
7,000	82.24	82.24	-	0.00%	92.54	10.30	12.52%
8,000	92.84	92.84	-	0.00%	104.47	11.63	12.53%
9,000	103.44	103.44	-	0.00%	116.40	12.96	12.53%
10,000	114.04	114.04	-	0.00%	128.33	14.29	12.53%
15,000	167.04	167.04	-	0.00%	187.98	20.94	12.54%
20,000	220.04	220.04	-	0.00%	247.63	27.59	12.54%
25,000	273.04	273.04	-	0.00%	307.28	34.24	12.54%
30,000	326.04	326.04	-	0.00%	366.93	40.89	12.54%
40,000	432.04	432.04	-	0.00%	486.23	54.19	12.54%
50,000	538.04	538.04	-	0.00%	605.53	67.49	12.54%
60,000	644.04	644.04	-	0.00%	724.83	80.79	12.54%
70,000	750.04	750.04	-	0.00%	844.13	94.09	12.54%
80,000	856.04	856.04	-	0.00%	963.43	107.39	12.54%
90,000	962.04	962.04	-	0.00%	1,082.73	120.69	12.55%
100,000	1,068.04	1,068.04	-	0.00%	1,202.03	133.99	12.55%
200,000	2,128.04	2,128.04	-	0.00%	2,395.03	266.99	12.55%
300,000	3,188.04	3,188.04	-	0.00%	3,588.03	399.99	12.55%
400,000	4,248.04	4,248.04	-	0.00%	4,781.03	532.99	12.55%
500,000	5,308.04	5,308.04	-	0.00%	5,974.03	665.99	12.55%

Greater Harrison County Public Service District - Water
Adjustments
June 30, 2022

Per Books Adjustments:

None Necessary.

Going Level Adjustments:

The Water Division implemented a rate increase in January 2022.

Month	Per Books	Inc Factor	Going Level
July	179,464	1.045	187,540
August	178,988	1.045	187,042
September	191,142	1.045	199,743
October	171,819	1.045	179,551
November	176,295	1.045	184,228
December	175,308	1.045	183,197
January	177,352	1.000	177,352
February	197,703	1.000	197,703
March	166,369	1.000	166,369
April	169,723	1.000	169,723
May	184,591	1.000	184,591
June	193,061	1.000	193,061
Total	2,161,815		2,210,100

Purchased Water

Clarksburg Water Board

Month	Usage	Step 2 Rates	Going Level
July	14,927.000	3.72	55,528
August	16,274.000	3.72	60,539
September	15,736.000	3.72	58,538
October	14,916.000	3.72	55,488
November	13,097.000	3.72	48,721
December	13,610.000	3.72	50,629
January	17,068.000	3.72	63,493
February	16,946.000	3.72	63,039
March	13,835.000	3.72	51,466
April	14,953.000	3.72	55,625
May	14,087.000	3.72	52,404
June	14,903.000	3.72	55,439
Total	180,352.000		670,909
Per Books			564,322
Adjustment			106,587

Town of Nutter Fort

Month	Usage	Rates	Going Level
July	5,826.000	6.21	36,179
August	6,062.000	6.21	37,645
September	5,735.000	6.21	35,614
October	5,755.000	6.21	35,739
November	5,181.000	6.21	32,174
December	5,324.000	6.21	33,062
January	5,808.000	6.21	36,068
February	5,505.000	6.21	34,186
March	5,152.000	6.21	31,994
April	5,056.000	6.21	31,398
May	5,649.000	6.21	35,080
June	5,225.000	6.21	32,447
Total	66,278.000		411,586
Per Books			332,264
Adjustment			79,322

Proforma Adjustments:

Coons Run O&M	(49,820)
(Remove Income associated with the O&M Agreement)	
O&M Expenses	2,013,451
Inflation %	3%
Inflation Adjustment	60,404
Taxes	31,842
Inflation %	3%
Inflation Adjustment	955

Greater Harrison County Public Service District - Water
Working Capital Reserve Calculation
June 30, 2022

	Going Level	Proforma	
O&M Expenses		2,073,855	
CWCR %		3.13%	Four Years
Annual CWCR		64,808	
Billings	2,210,100	2,486,363	
Forfeited Discounts	52,927	59,543	
Total Revenues	2,263,027	2,545,906	
Annual CWCR	2.61%	64,808	
CWCR %	59,065	2.55%	

Greater Harrison County PSD - Water
5 Year Capital Additions Support
June 30, 2022

	Date Acq	Cost	(CIAC/Debt)	Net	CC Index	Adjusted
FURNACE & AC AT PAULA BOMHOFF OFFICE	7/6/2017	5,400.00				
LEESON LINE EXTENSION	8/2/2017	1,475.56				
HYDRANT	8/17/2017	1,770.81				
DESKTOP COMPUTER	10/2/2017	1,725.00				
LEASON EXTENSION	10/26/2017	2,080.00				
2018 FORD F-150 4X4 1FTFX1E57JFB33143	11/28/2017	25,912.00				
32 METERS	12/8/2017	2,460.80				
GREEN VALLEY TAP	12/14/2017	325.00				
JAKE RUN TAP	12/14/2017	292.50				
25 METERS	12/18/2017	4,669.50				
LAUREL LEE TAP	12/19/2017	162.50				
LAUREL LEE TAPS	12/20/2017	260.00				
25 METERS	1/11/2018	4,669.50				
2HP GRUNDFOS PUMP	1/16/2018	1,881.00				
BUFFALO LAKE TAP	4/26/2018	260.00				
2 GRUNDFOS PUMPS FOR BOOSTER STATIONS	6/28/2018	3,240.00				
12 METERS	6/29/2018	4,800.00				
06/30/18 TAPS	6/30/2018	8,500.00	(9,800.00)			
TOTAL 2018		69,884.17	(9,800.00)	60,084.17	1.174	70,539
BOOSTER STATION 3HP MOTOR SPARE	7/3/2018	730.00				
CR3-7 PUMP & MOTOR	8/1/2018	1,168.00				
FLYGT MODEL 2008.212 PUMP	8/15/2018	1,007.45				
3" BLOWOFF HYDRANT	9/27/2018	1,276.64				
ROW	11/28/2018	71.00				
COMPUTER SYSTEM & INSTALLATION	12/6/2018	20,110.64				
T-1000 TURBO METER	1/7/2019	1,779.00				
LIGHT PLANT	2/7/2019	2,500.00				
GRIFFIN ROW	2/19/2019	600.00				
METERS	2/28/2019	14,566.06				
2" METER INSTALL	5/9/2019	260.00				

Greater Harrison County PSD - Water
5 Year Capital Additions Support
June 30, 2022

	Date Acq	Cost	(CIAC/Debt)	Net	CC Index	Adjusted
TELEMETRY UPGRADE	5/28/2019	2,260.00				
06/30/2019 TAPS	6/30/2019	11,200.00	(11,200.00)			
TOTAL 2019		57,528.79	(11,200.00)	46,328.79	1.129	52,305
2 2" RADIO READ METERS	7/18/2019	1,814.32				
TRAINING ON METER READ EQUIPMENT	9/4/2019	3,300.00				
METER READING EQUIPMENT	10/1/2019	12,819.37				
METER READING EQUIPMENT	11/11/2019	4,120.00				
TRIMBLE TABLET FOR METER READING UPGRADE	12/16/2019	738.68				
GRUNDFOS PUMP	3/12/2020	2,176.13				
8 METERS	6/18/2020	816.00				
HOOP HOLE PROJECT MAINS	6/30/2020	621,300.04	(621,300.04)			
HOOP HOLE PROJECT HYDRANTS	6/30/2020	19,071.78	(19,071.78)			
HOOP HOLE PROJECT METERS	6/30/2020	41,811.22	(41,811.22)			
06/30/2020 SERVICES	6/30/2020	11,550.00	(11,550.00)			
HOOP HOLE PROJECT ROWS	6/30/2020	7,245.00	(7,245.00)			
TOTAL 2020		726,762.54	(700,978.04)	25,784.50	1.099	28,337
METERS	9/18/2020	3,164.40				
MARTINKAT EXTENSION	10/7/2020	1,346.70				
FALLS RUN ROAD EXTENSION	11/1/2020	1,950.00				
HUSQ POWER SAW	12/2/2020	1,100.00				
PUMP	1/5/2021	1,101.37				
PROCODER	1/20/2021	976.91				
METER READER	2/10/2021	3,572.64				
RIGHT OF WAYS	6/30/2021	226.00				
6/30/21 SERVICES	6/30/2021	30,950.74	(8,400.00)			
TOTAL 2021		44,388.76	(8,400.00)	35,988.76	1.082	38,940

Greater Harrison County PSD - Water
5 Year Capital Additions Support
June 30, 2022

	Date Acq	Cost	(CIAC/Debt)	Net	CC Index	Adjusted
RT 270 TAP	11/9/2021	300.00				
FALLS RUN TAP	11/16/2021	450.00				
RT 270 TAP	12/1/2021	375.00				
RT 270 TAP	12/1/2021	375.00				
GREEN VALLEY TAP	2/9/2022	375.00				
BUFFALO CREEK TAP	3/22/2022	300.00				
METER LAPTOP	5/9/2022	1,420.00				
EVANS LINE EXTENSION	5/19/2022	5,727.00				
HOT TAP	5/26/2022	2,062.82				
BADGER 2" METER	6/3/2022	985.85				
FIRE HYDRANT	6/6/2022	6,632.02	(6,632.02)			
NUTTER FORT TAP	6/14/2022	375.00				
HOT TAP	6/17/2022	1,400.00				
MCWHORTER TAP	6/30/2022	300.00				
TOTAL 2022		21,077.69	(6,632.02)	14,445.67	1.000	14,446
						204,567
					5 Year Average	40,913

Attachment No. 6

District's Long-Term Debt

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $703,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2004 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

Section 1.02. Findings. It is hereby found, determined and declared that:

A. Greater Harrison County Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Harrison County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health, safety, advantage, convenience and welfare of the inhabitants of the Issuer that there be acquired and constructed improvements and extensions to the existing public waterworks system of the Issuer, consisting of approximately four miles of water line extensions, an 80 gallon per minute booster station, fire hydrants, a 47,000 gallon storage facility to serve 52 new customers, together with all appurtenant facilities (the existing public waterworks facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure Fund) in the total aggregate principal amount of $703,000 (the "Series 2004 A Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2004 A Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2004 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2004 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 40 years.

F. It is in the best interests of the Issuer that its Series 2004 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and

between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), in form satisfactory to the respective parties (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

G. The Issuer has merged with Lost Creek-Mt. Clare Public Service District, Quiet Dell Public Service District and Valley of Good Hope Public Service District, acquiring all their assets and assuming all their liabilities. Quiet Dell Public Service District and Valley of Good Hope Public Service District had no outstanding bonds. The Issuer has assumed from Lost Creek-Mt. Clare Public Service District certain outstanding bonds, which are re-designated and have the lien positions with respect to the Net Revenues of the merged waterworks system of the Issuer as follows:

Designation	Lien Position
(1) Lost Creek-Mt. Clare Public Service District Waterworks System Revenue Bonds, Series A, dated December 16, 1966, held by the United States Department of Agriculture, issued in the original aggregate principal amount of $330,000 and hereby re-designated by the Issuer as the Greater Harrison County Public Service District Water Revenue Bonds, Series 1966 (United States Department of Agriculture) (the "Series 1966 Bonds").	First Lien
(2) Lost Creek-Mt. Clare Public Service District Water Revenue Bonds, Series 1974, dated May 27, 1976, held by the United States Department of Agriculture, issued in the original aggregate principal amount of $305,000 and hereby re-designated by the Issuer as the Greater Harrison County Public Service District Water Revenue Bonds, Series 1974 (United States Department of Agriculture) (the "Series 1974 Bonds").	First Lien

The Series 1966 Bonds and the Series 1974 Bonds are hereinafter collectively called the "Prior Bonds." The Prior Bonds are secured by a first lien on and a pledge of the Net Revenues of the System, on a parity with each other.

There is an outstanding obligation of the Issuer which does not have a lien on any revenues of the System, nor is it payable from Net Revenues, held by The County Commission of Harrison County, issued in the original aggregate principal amount of $50,000.

The Series 2004 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2004 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of certain of the Holders of the Prior Bonds to the issuance of the Series 2004 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

H. The estimated revenues to be derived in each year following completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest, if any, on the Series 2004 A Bonds and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2004 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2004 A Bonds or such final order will not be subject to appeal or rehearing.

J. The Project has been reviewed and determined to be technically and financially feasible by the Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2004 A Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2004 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a

series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

"Act" means, collectively, Chapter 16, Article 13A, and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2004 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

"Authorized Officer" means the Chairman of the Governing Body of the Issuer or any temporary Chairman duly selected by the Governing Body.

"Bondholder," "Holder of the Bonds," "Holder," "Registered Owner" or any similar term whenever used herein with respect to an outstanding Bond or Bonds, means the person in whose name such Bond is registered.

"Bond Legislation," "Resolution," "Bond Resolution" or "Local Act" means this Bond Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

"Bond Registrar" means the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns.

"Bonds" means, collectively, the Series 2004 A Bonds, the Prior Bonds and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

"Bond Year" means the 12-month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

"Chairman" means the Chairman of the Governing Body of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2004 A Bonds for all or a portion of the proceeds of the Series 2004 A Bonds from the Authority.

"Code" means the Internal Revenue Code of 1986, as amended, and the Regulations.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

"Consulting Engineers" means Thrasher Engineering, Inc., Clarksburg, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System or portion thereof in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

"Costs" or "Costs of the Project" means those costs described in Section 1.02D hereof to be a part of the cost of acquisition and construction of the Project.

"Council" means the West Virginia Infrastructure and Jobs Development Council or any other agency of the State of West Virginia that succeeds to the functions of the Council.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions of the FDIC.

"Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

"Governing Body" or "Board" means the public service board of the Issuer, as it may now or hereafter be constituted.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

"Grants" means all monies received by the Issuer on account of any Grant for the Project.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not

include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

"Herein," "hereto" and similar words shall refer to this entire Bond Legislation.

"Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Investment Property" means:

(A) any security (within the meaning of Section 165(g)(2)(A) or (B) of the Code),

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

(E) in the case of a bond other than a private activity bond, any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan.

Except as provided in the following sentence, the term "Investment Property" does not include any tax-exempt bond. With respect to an issue other than an issue a part of which is a specified private activity bond (as defined in section 57(a)(5)(C) of the Code), the term "Investment Property" includes a specified private activity bond (as so defined).

"Issuer" means Greater Harrison County Public Service District, formerly Grant-Union Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County, West Virginia, which has heretofore merged with the Lost Creek-Mt. Claire Public Service District, Quiet Dell Public Service District and Valley of Good Hope Public Service District and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means, the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2004 A Bonds from the Issuer by the Authority, the

form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2004 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2004 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

"Net Revenues" means the balance of the Gross Revenues, remaining after deduction of Operating Expenses, as hereinafter defined.

"Nonpurpose Investment" means any Investment Property as defined in Section 148(b) of the Code, that is not a purpose investment.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered, except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the Commission or other entity designated as such for the Series 2004 A Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Series 1966 Bonds and the Series 1974 Bonds.

"Prior Resolutions" means, collectively, the resolutions adopted by Lost-Creek-Mt. Clare Public Service District on September 29, 1966, and February 11, 1975, authorizing the Prior Bonds and hereby assumed by the Issuer.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account.

"Project" means the Project as described in Section 1.02B hereof.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time

accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Investment Management Board pursuant to Chapter 12, Article 6 of the West Virginia Code of 1931, as amended; and

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Registrar" means the Bond Registrar.

"Regulations" means temporary and permanent regulations promulgated under the Code or any predecessor to the Code.

"Repair and Replacement Fund" means the Repair and Replacement Fund continued by Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2004 A Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2004 A Bonds and the Prior Bonds.

"Revenue Fund" means the Revenue Fund established by Section 5.01 hereof.

"Secretary" means the Secretary of the Governing Body of the Issuer.

"Series 1966 Bonds" means the Lost Creek-Mt. Clare Public Service District Waterworks System Revenue Bonds, Series A, dated December 16, 1966, issued in the original aggregate principal amount of $330,000, assumed by the Issuer in its merger with Lost Creek-Mt. Clare Public Service District and hereby re-designated by the Issuer as the Greater Harrison County Public Service District Water Revenue Bonds, Series 1966 (United States Department of Agriculture).

"Series 1974 Bonds" means the Lost Creek-Mt. Clare Public Service District Water Revenue Bonds, Series 1974, dated May 27, 1976, issued in the original aggregate principal amount of $305,00, assumed by the Issuer in its merger with Lost Creek-Mt. Clare Public Service District and hereby re-designated by the Issuer as the Greater Harrison County Public Service District Water Revenue Bonds, Series 1974 (United States Department of Agriculture).

"Series 2004 A Bonds" means the Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

"Series 2004 A Bonds Construction Trust Fund" means the Series 2004 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2004 A Bonds Reserve Account" means the Series 2004 A Bonds Reserve Account established in the Series 2004 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2004 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2004 A Bonds in the then current or any succeeding year.

"Series 2004 A Bonds Sinking Fund" means the Series 2004 A Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2004 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers

specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2004 A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2004 A Bonds, and not so included, may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Repair and Replacement Fund, the Sinking Funds and the Reserve Accounts.

"System" means the complete public waterworks system of the Issuer, as presently existing in its entirety or any integral part thereof, and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks systems from any sources whatsoever.

"Tap Fees" means the fees, if any, paid by prospective customers of the System in order to connect thereto.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

Additional terms and phrases are defined in this Resolution as they are used. Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of $703,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2004 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the Council.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF LOAN AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2004 A Bonds, funding the Reserve Account for the Series 2004 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2004 A Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2004 A Bonds of the Issuer. The Series 2004 A Bonds shall be issued as a single bond, designated as "Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure Fund)," in the principal amount of $703,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2004 A Bonds remaining after funding of the Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2004 A Bonds, if any, shall be deposited in or credited to the Series 2004 A Bonds Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2004 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2004 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2004 A Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2004 A Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2004 A Bonds. The Series 2004 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall have such terms as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2004 A Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2004 A Bonds shall cease to be such officer of the Issuer before the Series 2004 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2004 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar for the Series 2004 A Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2004 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2004 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2004 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2004 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2004 A Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2004 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2004 A Bonds or transferring the registered Series 2004 A Bonds are exercised, all Series 2004 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2004 A Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2004 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2004 A Bonds or, in the case of any proposed redemption of Series 2004 A Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2004 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2004 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein

provided. No holder or holders of the Series 2004 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2004 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2004 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2004 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2004 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2004 A Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2004 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2004 A Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2004 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2004 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2004 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2004 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2004.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This

Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2004, and a Supplemental Resolution duly adopted by the Issuer on _____, 2004 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH (1) THE LOST CREEK-MT. CLARE PUBLIC SERVICE DISTRICT WATERWORKS SYSTEM REVENUE BONDS, SERIES A, DATED DECEMBER 16, 1966, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $330,000 AND RE-DESIGNATED BY THE ISSUER IN THE BOND LEGISLATION AS THE GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT WATER REVENUE BONDS, SERIES 1966 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1966 BONDS"); AND (2) THE LOST CREEK-MT. CLARE PUBLIC SERVICE DISTRICT WATER REVENUE BONDS, SERIES 1974, DATED MAY 27, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $305,000 AND RE-DESIGNATED BY THE ISSUER IN THE BOND LEGISLATION AS THE GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT WATER REVENUE BONDS, SERIES 1974 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1974 BONDS"). THE SERIES 1966 BONDS AND THE SERIES 1974 BONDS ARE REFERRED TO AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2004 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2004 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any

year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2004 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated _____, 2004.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2004 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2004.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2004 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.12. Filing of "Amended Schedule". Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority and the Council a schedule, the form of which will be provided by the Council, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued) and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund (established by the Prior Resolutions);

(2) Operation and Maintenance Fund (established by the Prior Resolutions);

(3) Repair and Replacement Fund (established by the Prior Resolutions); and

(4) Series 2004 A Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

(1) Series 2004 A Bonds Sinking Fund; and

(2) Series 2004 A Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order of priority:

(1) The Issuer shall first, each month, pay from the Revenue Fund all current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the National Finance

Office, the amounts required to pay interest on the Prior Bonds, as required by the Prior Resolutions.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the National Finance Office the amounts required to pay principal of the Prior Bonds, as required by the Prior Resolutions; and (ii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2004 A Bonds, for deposit in the Series 2004 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2004 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2004 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the Depository Bank, the amounts required by the Prior Resolutions for deposit in the respective Reserve Accounts for the Prior Bonds; and (ii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2004 A Bonds, if not fully funded upon issuance of the Series 2004 A Bonds, for deposit in the Series 2004 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2004 A Bonds Reserve Requirement, until the amount in the Series 2004 A Bonds Reserve Account equals the Series 2004 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2004 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2004 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Repair and Replacement Fund, the amounts required by the Prior Resolutions and a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Repair and

Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Repair and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Repair and Replacement Fund.

Monies in the Series 2004 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2004 A Bonds as the same shall become due. Monies in the Series 2004 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2004 A Bonds as the same shall come due, when other monies in the Series 2004 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2004 A Bonds Sinking Fund and the Series 2004 A Bonds Reserve Account, shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2004 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2004 A Bonds, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2004 A Bonds Reserve Account which result in a reduction in the balance therein to below the Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2004 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2004 A Bonds Sinking Fund and the Series 2004 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2004 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2004 A Bonds and the Prior Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2004 A Bonds Sinking Fund and the Series 2004 A Bonds Reserve Account and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2004 A Bonds Sinking Fund and the Series 2004 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2004 A Bonds Sinking Fund and the Series 2004 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2004 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve account payments with respect to the Series 2004 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

C. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the Loan Agreement, and submit a copy of said form along with a copy of its payment check to the Authority by the 5th day of such calendar month.

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and

there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the respective parties shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

F. The monies in excess of the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

H. The Gross Revenues of the System shall only be used for purposes of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2004 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2004 A Bonds, there shall first be deposited with the Commission in the Series 2004 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2004 A Bonds for the period commencing on the date of issuance of the Series 2004 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2004 A Bonds, there shall be deposited with the Commission in the Series 2004 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2004 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2004 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2004 A Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2004 A Bonds.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2004 A Bonds shall be applied as directed by the Council.

The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2004 A Bonds Construction Trust Fund shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

(a) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;

(b) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

(c) Each of such costs has been otherwise properly incurred; and

(d) Payment for each of the items proposed is then due and owing.

The Issuer shall expend all proceeds of the Series 2004 A Bonds within 3 years of the date of issuance of the Council's bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, monies in the Series 2004 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2004 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2004 A Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2004 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2004 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2004 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2004 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2004 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges , with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Final Order of the Public Service Commission of West Virginia entered August 2, 2002, in Case No. 02-0491-PWD-30B, and such rates are hereby adopted.

So long as the Series 2004 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth

in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2004 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2004 A Bonds and the Prior Bonds are outstanding and except as otherwise required by law or with the written consent of the Council, the Authority and the holders of the Prior Bonds, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2004 A Bonds, immediately be remitted to the Commission for deposit in the Series 2004 A Bonds Sinking Fund and applied to the payment of principal of and interest, if any, on the Series 2004 A Bonds. Any balance remaining after the payment of the Series 2004 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Repair and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Repair and Replacement Fund. The payment of such proceeds into the Repair and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease

or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2004 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2004 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2004 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2004 A Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2004 A Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority and the Council prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2004 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2004 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

So long as the Prior Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Prior Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the Prior Bonds are no longer outstanding, the following parity requirement shall be met:

No Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the Issuer and approved by the Public Service Commission of West Virginia, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2004 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2004 A Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the

Issuer then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Council, the Authority, or any other original purchaser of the Series 2004 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2004 A Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation, and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2004 A Bonds, and shall submit said report to the Council and the Authority, or any other original purchaser of the Series 2004 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Issuer shall also provide the Authority and the Council, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Council with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2004 A Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and

continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2004 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2004 A Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit in the Series 2004 A Bonds Reserve Account and the reserve accounts for obligations on a parity with the Series 2004 A Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2004 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2004 A Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the Council and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and the Council and to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached

to the Loan Agreement, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the Council covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, the Council and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall employ qualified operating personnel properly certified by the State during the entire term of the Loan Agreement.

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.13. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by

law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. Except as required by law, the Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Repair and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Repair and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The Issuer shall verify such bonds prior to commencement of construction.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority and the Council and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto.

Section 7.17. Completion and Operation of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2004 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2004 A Bonds during the term thereof is, under the terms of the Series 2004 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2004 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2004 A Bonds during the term thereof is, under the terms of the Series 2004 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2004 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2004 A Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of the portion of the Project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 2004 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2004 A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will timely file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2004 A Bonds and the interest thereon including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2004 A Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2004 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2004 A Bonds and shall be on a parity with the Prior Bonds.

Section 7.20. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the Council with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority, the Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2004 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2004 A Bonds held in "contingency" as set forth in the respective schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2004 A Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any ground breaking or dedication of the Project.

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Bond Legislation other than the Revenue Fund, shall be invested and reinvested by the Commission, the Depository Bank, or such other bank or national banking association holding such fund or account, as the case may be, at the written direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank, or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2004 A Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2004 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2004 A Bonds as a condition to issuance of the Series 2004 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2004 A Bonds as may be necessary in order to maintain the status of the Series 2004 A Bonds as public purpose bonds; (ii) that

it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2004 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, from which the proceeds of the Series 2004 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2004 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2004 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2004 A Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2004 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2004 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond;

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(4) If default occurs under the Prior Bonds or the Prior Resolutions.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2004 A Bonds shall be on a parity with the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might exercise.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Bond Legislation shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project

and the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2004 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2004 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2004 A Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2004 A Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2004 A Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2004 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2004 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2004 A Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2004 A Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2004 A Bonds.

Section 11.04. Headings, Etc. The headings and catchlines of the articles, sections and subsections hereof are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution

and the Prior Resolutions, the Prior Resolutions shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Public Notice of Proposed Financing. Prior to making formal application to the Public Service Commission of West Virginia for a Certificate of Public Convenience and Necessity and adoption of this Resolution, the Secretary of the Governing Body shall have caused to be published in a newspaper of general circulation in each municipality in Greater Harrison County Public Service District and within the boundaries of the District, a Class II legal advertisement stating:

(a) The maximum amount of the Series 2004 A Bonds to be issued;

(b) The maximum interest rate and terms of the Series 2004 A Bonds authorized hereby;

(c) The public service properties to be acquired or constructed and the cost of the same;

(d) The maximum anticipated rates which will be charged by the Issuer; and

(e) The date that the formal application for a certificate of public convenience and necessity is to be filed with the Public Service Commission of West Virginia.

Section 11.08. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 21st day of July, 2004.

William L. Gifford

Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT on the 21st day of July, 2004.

Dated: July 27, 2004.

[SEAL]

Secretary

06/25/04
352650.00002

EXHIBIT A

Loan Agreement included in bond transcript as Documents 3 and 4.

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2004 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $703,000

KNOW ALL MEN BY THESE PRESENTS: That on this 27th day of July, 2004, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of SEVEN HUNDRED THREE THOUSAND DOLLARS ($703,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2006, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated July 27, 2004.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes

of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on July 21, 2004, and a Supplemental Resolution duly adopted by the Issuer on July 21, 2004 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH (1) THE LOST CREEK-MT. CLARE PUBLIC SERVICE DISTRICT WATERWORKS SYSTEM REVENUE BONDS, SERIES A, DATED DECEMBER 16, 1966, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $330,000 AND RE-DESIGNATED BY THE ISSUER IN THE BOND LEGISLATION AS THE GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT WATER REVENUE BONDS, SERIES 1966 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1966 BONDS"); AND (2) THE LOST CREEK-MT. CLARE PUBLIC SERVICE DISTRICT WATER REVENUE BONDS, SERIES 1974, DATED MAY 27, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $305,000 AND RE-DESIGNATED BY THE ISSUER IN THE BOND LEGISLATION AS THE GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT WATER REVENUE BONDS, SERIES 1974 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1974 BONDS"). THE SERIES 1966 BONDS AND THE SERIES 1974 BONDS ARE REFERRED TO AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2004 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2004 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by

a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2004 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

Chairman

ATTEST:

Secretary

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2004 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: July 27, 2004.

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$ 37,545	July 27, 2004	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $

$703,000
Greater Harrison County Public Service District (West Virginia)
40 Years, 0% Interest Rate
Closing Date: July 27, 2004

Debt Service Schedule

Part 1 of 4

Date	Principal	Coupon	Total P+I
09/01/2004	-	-	-
12/01/2004	-	-	-
03/01/2005	-	-	-
06/01/2005	-	-	-
09/01/2005	-	-	-
12/01/2005	-	-	-
03/01/2006	4,564.94	-	4,564.94
06/01/2006	4,564.94	-	4,564.94
09/01/2006	4,564.94	-	4,564.94
12/01/2006	4,564.94	-	4,564.94
03/01/2007	4,564.94	-	4,564.94
06/01/2007	4,564.94	-	4,564.94
09/01/2007	4,564.94	-	4,564.94
12/01/2007	4,564.94	-	4,564.94
03/01/2008	4,564.94	-	4,564.94
06/01/2008	4,564.94	-	4,564.94
09/01/2008	4,564.94	-	4,564.94
12/01/2008	4,564.94	-	4,564.94
03/01/2009	4,564.94	-	4,564.94
06/01/2009	4,564.94	-	4,564.94
09/01/2009	4,564.94	-	4,564.94
12/01/2009	4,564.94	-	4,564.94
03/01/2010	4,564.94	-	4,564.94
06/01/2010	4,564.94	-	4,564.94
09/01/2010	4,564.94	-	4,564.94
12/01/2010	4,564.94	-	4,564.94
03/01/2011	4,564.94	-	4,564.94
06/01/2011	4,564.94	-	4,564.94
09/01/2011	4,564.94	-	4,564.94
12/01/2011	4,564.94	-	4,564.94
03/01/2012	4,564.94	-	4,564.94
06/01/2012	4,564.94	-	4,564.94
09/01/2012	4,564.94	-	4,564.94
12/01/2012	4,564.94	-	4,564.94
03/01/2013	4,564.94	-	4,564.94
06/01/2013	4,564.94	-	4,564.94
09/01/2013	4,564.94	-	4,564.94
12/01/2013	4,564.94	-	4,564.94
03/01/2014	4,564.94	-	4,564.94
06/01/2014	4,564.94	-	4,564.94
09/01/2014	4,564.94	-	4,564.94
12/01/2014	4,564.94	-	4,564.94
03/01/2015	4,564.94	-	4,564.94
06/01/2015	4,564.94	-	4,564.94

$703,000
Greater Harrison County Public Service District (West Virginia)
40 Years, 0% Interest Rate
Closing Date: July 27, 2004

Debt Service Schedule

Part 2 of 4

Date	Principal	Coupon	Total P+I
09/01/2015	4,564.94	-	4,564.94
12/01/2015	4,564.94	-	4,564.94
03/01/2016	4,564.94	-	4,564.94
06/01/2016	4,564.94	-	4,564.94
09/01/2016	4,564.94	-	4,564.94
12/01/2016	4,564.94	-	4,564.94
03/01/2017	4,564.94	-	4,564.94
06/01/2017	4,564.94	-	4,564.94
09/01/2017	4,564.94	-	4,564.94
12/01/2017	4,564.94	-	4,564.94
03/01/2018	4,564.94	-	4,564.94
06/01/2018	4,564.94	-	4,564.94
09/01/2018	4,564.94	-	4,564.94
12/01/2018	4,564.94	-	4,564.94
03/01/2019	4,564.94	-	4,564.94
06/01/2019	4,564.94	-	4,564.94
09/01/2019	4,564.94	-	4,564.94
12/01/2019	4,564.94	-	4,564.94
03/01/2020	4,564.94	-	4,564.94
06/01/2020	4,564.94	-	4,564.94
09/01/2020	4,564.94	-	4,564.94
12/01/2020	4,564.94	-	4,564.94
03/01/2021	4,564.94	-	4,564.94
06/01/2021	4,564.94	-	4,564.94
09/01/2021	4,564.94	-	4,564.94
12/01/2021	4,564.94	-	4,564.94
03/01/2022	4,564.94	-	4,564.94
06/01/2022	4,564.94	-	4,564.94
09/01/2022	4,564.94	-	4,564.94
12/01/2022	4,564.94	-	4,564.94
03/01/2023	4,564.94	-	4,564.94
06/01/2023	4,564.94	-	4,564.94
09/01/2023	4,564.94	-	4,564.94
12/01/2023	4,564.94	-	4,564.94
03/01/2024	4,564.94	-	4,564.94
06/01/2024	4,564.94	-	4,564.94
09/01/2024	4,564.94	-	4,564.94
12/01/2024	4,564.94	-	4,564.94
03/01/2025	4,564.94	-	4,564.94
06/01/2025	4,564.94	-	4,564.94
09/01/2025	4,564.93	-	4,564.93
12/01/2025	4,564.93	-	4,564.93
03/01/2026	4,564.93	-	4,564.93
06/01/2026	4,564.93	-	4,564.93

$703,000
Greater Harrison County Public Service District (West Virginia)
40 Years, 0% Interest Rate
Closing Date: July 27, 2004

Debt Service Schedule

Part 3 of 4

Date	Principal	Coupon	Total P+I
09/01/2026	4,564.93	-	4,564.93
12/01/2026	4,564.93	-	4,564.93
03/01/2027	4,564.93	-	4,564.93
06/01/2027	4,564.93	-	4,564.93
09/01/2027	4,564.93	-	4,564.93
12/01/2027	4,564.93	-	4,564.93
03/01/2028	4,564.93	-	4,564.93
06/01/2028	4,564.93	-	4,564.93
09/01/2028	4,564.93	-	4,564.93
12/01/2028	4,564.93	-	4,564.93
03/01/2029	4,564.93	-	4,564.93
06/01/2029	4,564.93	-	4,564.93
09/01/2029	4,564.93	-	4,564.93
12/01/2029	4,564.93	-	4,564.93
03/01/2030	4,564.93	-	4,564.93
06/01/2030	4,564.93	-	4,564.93
09/01/2030	4,564.93	-	4,564.93
12/01/2030	4,564.93	-	4,564.93
03/01/2031	4,564.93	-	4,564.93
06/01/2031	4,564.93	-	4,564.93
09/01/2031	4,564.93	-	4,564.93
12/01/2031	4,564.93	-	4,564.93
03/01/2032	4,564.93	-	4,564.93
06/01/2032	4,564.93	-	4,564.93
09/01/2032	4,564.93	-	4,564.93
12/01/2032	4,564.93	-	4,564.93
03/01/2033	4,564.93	-	4,564.93
06/01/2033	4,564.93	-	4,564.93
09/01/2033	4,564.93	-	4,564.93
12/01/2033	4,564.93	-	4,564.93
03/01/2034	4,564.93	-	4,564.93
06/01/2034	4,564.93	-	4,564.93
09/01/2034	4,564.93	-	4,564.93
12/01/2034	4,564.93	-	4,564.93
03/01/2035	4,564.93	-	4,564.93
06/01/2035	4,564.93	-	4,564.93
09/01/2035	4,564.93	-	4,564.93
12/01/2035	4,564.93	-	4,564.93
03/01/2036	4,564.93	-	4,564.93
06/01/2036	4,564.93	-	4,564.93
09/01/2036	4,564.93	-	4,564.93
12/01/2036	4,564.93	-	4,564.93
03/01/2037	4,564.93	-	4,564.93
06/01/2037	4,564.93	-	4,564.93

$703,000
Greater Harrison County Public Service District (West Virginia)
40 Years, 0% Interest Rate
Closing Date: July 27, 2004

Debt Service Schedule

Part 4 of 4

Date	Principal	Coupon	Total P+I
09/01/2037	4,564.93	-	4,564.93
12/01/2037	4,564.93	-	4,564.93
03/01/2038	4,564.93	-	4,564.93
06/01/2038	4,564.93	-	4,564.93
09/01/2038	4,564.93	-	4,564.93
12/01/2038	4,564.93	-	4,564.93
03/01/2039	4,564.93	-	4,564.93
06/01/2039	4,564.93	-	4,564.93
09/01/2039	4,564.93	-	4,564.93
12/01/2039	4,564.93	-	4,564.93
03/01/2040	4,564.93	-	4,564.93
06/01/2040	4,564.93	-	4,564.93
09/01/2040	4,564.93	-	4,564.93
12/01/2040	4,564.93	-	4,564.93
03/01/2041	4,564.93	-	4,564.93
06/01/2041	4,564.93	-	4,564.93
09/01/2041	4,564.93	-	4,564.93
12/01/2041	4,564.93	-	4,564.93
03/01/2042	4,564.93	-	4,564.93
06/01/2042	4,564.93	-	4,564.93
09/01/2042	4,564.93	-	4,564.93
12/01/2042	4,564.93	-	4,564.93
03/01/2043	4,564.93	-	4,564.93
06/01/2043	4,564.93	-	4,564.93
09/01/2043	4,564.93	-	4,564.93
12/01/2043	4,564.93	-	4,564.93
03/01/2044	4,564.93	-	4,564.93
06/01/2044	4,564.93	-	4,564.93
Total	**$703,000.00**	-	**$703,000.00**

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

SPECIMEN

_____

07/13/05
352650.00002

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,250,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

Section 1.02. Findings. It is hereby found, determined and declared that:

A. Greater Harrison County Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Harrison County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health, safety, advantage, convenience and welfare of the inhabitants of the Issuer that there be acquired and constructed improvements and extensions to the existing public waterworks system of the Issuer, consisting of installation of water lines, one booster station and one 107,000 gallon water storage tank to serve approximately 177 new customers, together with all appurtenant facilities (the existing public waterworks facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund) in the total aggregate principal amount of $1,250,000 (the "Series 2006 A Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2006 A Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2006 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2006 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 40 years.

F. It is in the best interests of the Issuer that its Series 2006 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs

Development Council (the "Council"), in form satisfactory to the respective parties (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 A Bonds as to liens, pledge and source of and security for payment, being the (i) Greater Harrison County Public Service District Water Revenue Bonds, Series 1966 (United States Department of Agriculture) (the "Series 1966 Bonds");(ii) Greater Harrison County Public Service District Water Revenue Bonds, Series 1974 (United States Department of Agriculture) (the "Series 1974 Bonds"); and (iii) Greater Harrison County Public Service District Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure fund) (the "Series 2004 A Bonds"). The Series 1966 Bonds, the Series 1974 Bonds and the Series 2004 A Bonds are hereinafter collectively called the "Prior Bonds."

There is an outstanding obligation of the Issuer which does not have a lien on any revenues of the System, nor is it payable from Net Revenues, held by The County Commission of Harrison County, issued in the original aggregate principal amount of $50,000.

The Series 2006 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2006 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of certain of the Holders of the Prior Bonds to the issuance of the Series 2006 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

H. The estimated revenues to be derived in each year following completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest, if any, on the Series 2006 A Bonds and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2006 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2006 A Bonds or such final order will not be subject to appeal or rehearing.

J. The Project has been reviewed and determined to be technically and financially feasible by the Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended. That, unless it qualifies for an exception, the Issuer shall comply with all the requirements of Chapter 21, Article 1C of the Code of West Virginia, 1931, as amended (the "West Virginia Jobs Act") and shall require its contractors and subcontractors to comply with the West Virginia Jobs Act.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2006 A Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2006 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

"Act" means, collectively, Chapter 16, Article 13A, and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2006 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

"Authorized Officer" means the Chairman of the Governing Body of the Issuer or any temporary Chairman duly selected by the Governing Body.

"Bondholder," "Holder of the Bonds," "Holder," "Registered Owner" or any similar term whenever used herein with respect to an outstanding Bond or Bonds, means the person in whose name such Bond is registered.

"Bond Legislation," "Resolution," "Bond Resolution" or "Local Act" means this Bond Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

"Bond Registrar" means the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns.

"Bonds" means, collectively, the Series 2006 A Bonds, the Prior Bonds and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

"Bond Year" means the 12-month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

"Chairman" means the Chairman of the Governing Body of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2006 A Bonds for all or a portion of the proceeds of the Series 2006 A Bonds from the Authority.

"Code" means the Internal Revenue Code of 1986, as amended, and the Regulations.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

"Consulting Engineers" means Thrasher Engineering, Inc., Clarksburg, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System or portion thereof in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

"Costs" or "Costs of the Project" means those costs described in Section 1.02D hereof to be a part of the cost of acquisition and construction of the Project.

"Council" means the West Virginia Infrastructure and Jobs Development Council or any other agency of the State of West Virginia that succeeds to the functions of the Council.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions of the FDIC.

"Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

"Governing Body" or "Board" means the public service board of the Issuer, as it may now or hereafter be constituted.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

"Grants" means the grant from the West Virginia Infrastructure and Jobs Development Council in the amount of $1,050,000 for the Project.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

"Herein," "hereto" and similar words shall refer to this entire Bond Legislation.

"Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Investment Property" means:

(A) any security (within the meaning of Section 165(g)(2)(A) or (B) of the Code),

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

(E) in the case of a bond other than a private activity bond, any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan.

Except as provided in the following sentence, the term "Investment Property" does not include any tax-exempt bond. With respect to an issue other than an issue a part of

which is a specified private activity bond (as defined in section 57(a)(5)(C) of the Code), the term "Investment Property" includes a specified private activity bond (as so defined).

"Issuer" means Greater Harrison County Public Service District, formerly Grant-Union Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County, West Virginia, which has heretofore merged with the Lost Creek-Mt. Claire Public Service District, Quiet Dell Public Service District and Valley of Good Hope Public Service District and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means, the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2006 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2006 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2006 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

"Net Revenues" means the balance of the Gross Revenues, remaining after deduction of Operating Expenses, as hereinafter defined.

"Nonpurpose Investment" means any Investment Property as defined in Section 148(b) of the Code, that is not a purpose investment.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered, except

(i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the Commission or other entity designated as such for the Series 2006 A Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Series 1966 Bonds, the Series 1974 Bonds and the Series 2004 A Bonds.

"Prior Resolutions" means, collectively, the resolutions adopted by Lost-Creek-Mt. Clare Public Service District on September 29, 1966, and February 11, 1975, and the resolution adopted by the Issuer on July 21, 2004, authorizing the Prior Bonds and assumed by merger on July 27, 2004.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account.

"Project" means the Project as described in Section 1.02B hereof.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investment pursuant to Chapter 12, Article 6(c) of the West Virginia Code of 1931, as amended; and

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Registrar" means the Bond Registrar.

"Regulations" means temporary and permanent regulations promulgated under the Code or any predecessor to the Code.

"Repair and Replacement Fund" means the Repair and Replacement Fund continued by Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2006 A Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2006 A Bonds and the Prior Bonds.

"Revenue Fund" means the Revenue Fund established by Section 5.01 hereof.

"Secretary" means the Secretary of the Governing Body of the Issuer.

"Series 1966 Bonds" means the Greater Harrison County Public Service District Water Revenue Bonds, Series 1996 (United States Department of Agriculture), dated December 16, 1966, issued in the original aggregate principal amount of $330,000, assumed by the Issuer in its merger with Lost Creek-Mt. Clare Public Service District.

"Series 1974 Bonds" means the Greater Harrison County Public Service District Water Revenue Bonds, Series 1974 (United States Department of Agriculture), dated May 27, 1976, issued in the original aggregate principal amount of $305,000, assumed by the Issuer in its merger with Lost Creek-Mt. Clare Public Service District.

"Series 2004 A Bonds" means the Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure Fund), dated July 27, 2004, issued in the original aggregate principal amount of $703,000.

"Series 2006 A Bonds" means the Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

"Series 2006 A Bonds Construction Trust Fund" means the Series 2006 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2006 A Bonds Reserve Account" means the Series 2006 A Bonds Reserve Account established in the Series 2006 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2006 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2006 A Bonds in the then current or any succeeding year.

"Series 2006 A Bonds Sinking Fund" means the Series 2006 A Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2006 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2006 A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2006 A Bonds, and not so included, may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Repair and Replacement Fund, the Sinking Funds and the Reserve Accounts.

"System" means the complete public waterworks system of the Issuer, as presently existing in its entirety or any integral part thereof, and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks systems from any sources whatsoever.

"Tap Fees" means the fees, if any, paid by prospective customers of the System in order to connect thereto.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

Additional terms and phrases are defined in this Resolution as they are used. Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of $1,250,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2006 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the Council.

The cost of the Project is estimated not to exceed $2,300,000 of which $1,250,000 will be obtained from the proceeds of the Series 2006 A Bonds and $1,050,000 will be obtained from a grant from the Council.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF LOAN AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2006 A Bonds, funding the Reserve Account for the Series 2006 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2006 A Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2006 A Bonds of the Issuer. The Series 2006 A Bonds shall be issued as a single bond, designated as "Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund)," in the principal amount of $1,250,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2006 A Bonds remaining after funding of the Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2006 A Bonds, if any, shall be deposited in or credited to the Series 2006 A Bonds Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2006 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2006 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2006 A Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2006 A Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2006 A Bonds. The Series 2006 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall have such terms as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2006 A Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2006 A Bonds shall cease to be such officer of the Issuer before the Series 2006 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2006 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar for the Series 2006 A Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2006 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2006 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2006 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2006 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2006 A Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2006 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2006 A Bonds or transferring the registered Series 2006 A Bonds are exercised, all Series 2006 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2006 A Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2006 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2006 A Bonds or, in the case of any proposed redemption of Series 2006 A Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2006 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2006 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2006 A Bonds shall ever have the right to

compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2006 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2006 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2006 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2006 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2006 A Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2006 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2006 A Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2006 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2006 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2006 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2006 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That on this the _____ day of _____, 2006, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2006.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This

Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2006, and a Supplemental Resolution duly adopted by the Issuer on _____, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH (1) WATER REVENUE BONDS, SERIES 1966 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1966 BONDS"); (2) WATER REVENUE BONDS, SERIES 1974 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1974 BONDS"); AND THE (3) WATER REVENUE BONDS, SERIES 2004 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 27, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $703,000 (THE "SERIES 2004 A BONDS"). THE SERIES 1966 BONDS, THE SERIES 1974 BONDS AND THE SERIES 2004 A BONDS ARE REFERRED TO AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2006 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2006 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2006 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with

the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2006.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2006 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.12. Filing of "Amended Schedule". Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority and the Council a schedule, the form of which will be provided by the Council, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued) and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund (established by the Prior Resolutions);

(2) Operation and Maintenance Fund (established by the Prior Resolutions);

(3) Repair and Replacement Fund (established by the Prior Resolutions); and

(4) Series 2006 A Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

(1) Series 2006 A Bonds Sinking Fund; and

(2) Series 2006 A Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order of priority:

(1) The Issuer shall first, each month, pay from the Revenue Fund all current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the National Finance Office, the amounts required to pay interest on the Prior Bonds, as required by the Prior Resolutions.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the National Finance Office the amounts required to pay principal of the Series 1966 Bonds and Series 1974 Bonds, as required by the Prior Resolutions; (ii) remit to the Commission the amounts required to pay principal of the Series 2004 A Bonds, as required by the Prior Resolutions; and (iii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2006 A Bonds, for deposit in the Series 2006 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2006 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the Depository Bank, the amounts required by the Prior Resolutions for deposit in the respective Reserve Accounts for the Series 1966 Bonds and Series 1974 Bonds; (ii) remit to the Commission, the amount required by the Prior Resolutions for deposit in the Series 2004 A Bonds Reserve Act; and (iii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2006 A Bonds, if not fully funded upon issuance of the Series 2006 A Bonds, for deposit in the Series 2006 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 A Bonds Reserve Requirement, until the amount in the Series 2006 A Bonds Reserve Account equals the Series 2006 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2006 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Repair and Replacement Fund (as previously set forth in the Prior Resolutions and not in addition thereto) the amounts required by the Prior Resolutions

and a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Repair and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Repair and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Repair and Replacement Fund.

Monies in the Series 2006 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2006 A Bonds as the same shall become due. Monies in the Series 2006 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2006 A Bonds as the same shall come due, when other monies in the Series 2006 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account, shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2006 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2006 A Bonds, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2006 A Bonds Reserve Account which result in a reduction in the balance therein to below the Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2006 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement thereof.

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the respective parties shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

F. The monies in excess of the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

H. The Gross Revenues of the System shall only be used for purposes of the System.

The Issuer shall not be required to make any further payments into the Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2006 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2006 A Bonds and the Prior Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2006 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve account payments with respect to the Series 2006 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

C. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the Loan Agreement, and submit a copy of said form along with a copy of its payment check to the Authority by the 5th day of such calendar month.

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2006 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2006 A Bonds, there shall first be deposited with the Commission in the Series 2006 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2006 A Bonds for the period commencing on the date of issuance of the Series 2006 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2006 A Bonds, there shall be deposited with the Commission in the Series 2006 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2006 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 A Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2006 A Bonds.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2006 A Bonds shall be applied as directed by the Council.

Section 6.02. Disbursements From the Bond Construction Trust Fund. The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2006 A Bonds Construction Trust Fund shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

(a) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;

(b) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

(c) Each of such costs has been otherwise properly incurred; and

(d) Payment for each of the items proposed is then due and owing.

The Issuer shall expend all proceeds of the Series 2006 A Bonds within 3 years of the date of issuance of the Council's bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, monies in the Series 2006 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2006 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2006 A Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2006 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2006 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2006 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2006 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2006 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges , with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Final Order of the Public Service Commission of West Virginia entered November 17, 2005, in Case No. 05-0602-PWD-CN, and such rates are hereby adopted.

So long as the Series 2006 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth

in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2006 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2006 A Bonds and the Prior Bonds are outstanding and except as otherwise required by law or with the written consent of the Council, the Authority and the holders of the Prior Bonds, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2006 A Bonds, immediately be remitted to the Commission for deposit in the Series 2006 A Bonds Sinking Fund and applied to the payment of principal of and interest, if any, on the Series 2006 A Bonds. Any balance remaining after the payment of the Series 2006 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Repair and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Repair and Replacement Fund. The payment of such proceeds into the Repair and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the

proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2006 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2006 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2006 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2006 A Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2006 A Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority and the Council prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2006 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2006 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

So long as the Series 1966 Bonds and Series 1974 Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Series 1966 Bonds and Series 1974 Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the Series 1966 Bonds and Series 1974 bonds are no longer Outstanding, the following requirement shall be met:

No Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the Issuer and approved by the Public Service Commission of West Virginia, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2006 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2006 A Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the Issuer then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Council, the Authority, or any other original purchaser of the Series 2006 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2006 A Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation, and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2006 A Bonds, and shall submit said report to the Council and the Authority, or any other original purchaser of the Series 2006 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Issuer shall also provide the Authority and the Council, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Council with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2006 A Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in

any year for payment of principal of and interest, if any, on the Series 2006 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 A Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit in the Series 2006 A Bonds Reserve Account and the reserve accounts for obligations on a parity with the Series 2006 A Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2006 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 A Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the Council and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and the Council and to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority

and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the Council covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, the Council and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall employ qualified operating personnel properly certified by the State during the entire term of the Loan Agreement.

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.13. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. Except as required by law, the Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Repair and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Repair and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction

contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The Issuer shall verify such bonds prior to commencement of construction.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority and the Council and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto.

Section 7.17. Completion and Operation of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2006 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2006 A Bonds during the term thereof is, under the terms of the Series 2006 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2006 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2006 A Bonds during the term thereof is, under the terms of the Series 2006 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2006 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2006 A Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of the portion of the Project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 2006 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2006 A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will timely file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2006 A Bonds and the interest thereon including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2006 A Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2006 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2006 A Bonds and shall be on a parity with the Prior Bonds.

Section 7.20. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the Council with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority, the Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2006 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2006 A Bonds held in "contingency" as set forth in the respective schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2006 A Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any ground breaking or dedication of the Project.

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Bond Legislation other than the Revenue Fund, shall be invested and reinvested by the Commission, the Depository Bank, or such other bank or national banking association holding such fund or account, as the case may be, at the written direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank, or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2006 A Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2006 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2006 A Bonds as a condition to issuance of the Series 2006 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2006 A Bonds as may be necessary in order to maintain the status of the Series 2006 A Bonds as public purpose bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use

of the proceeds of the Series 2006 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, from which the proceeds of the Series 2006 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2006 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2006 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2006 A Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2006 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2006 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond;

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(4) If default occurs under the Prior Bonds or the Prior Resolutions.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2006 A Bonds shall be on a parity with the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might exercise.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Bond Legislation shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the System for the sole purpose of the

protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2006 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2006 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2006 A Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2006 A Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2006 A Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2006 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2006 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2006 A Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2006 A Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2006 A Bonds.

Section 11.04. Headings, Etc. The headings and catchlines of the articles, sections and subsections hereof are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 24th day of March, 2006.

William L. Coffindaffer
Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT on the 24th day of March, 2006.

Dated: March 29, 2006.

[SEAL]

Secretary

03/15/06
352650.00003

EXHIBIT A

Loan Agreement included in bond transcript as Documents 3 and 4.

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2006 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

SPECIMEN

No. AR-1 $1,250,000

KNOW ALL MEN BY THESE PRESENTS: That on this the 29th day of March, 2006, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($1,250,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2007, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated March 29, 2006.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on March 24, 2006, and a Supplemental Resolution duly adopted by the Issuer on March 24, 2006 (collectively, the "Bond Legislation"), and is

subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH (1) WATER REVENUE BONDS, SERIES 1966 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1966 BONDS"); (2) WATER REVENUE BONDS, SERIES 1974 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1974 BONDS"); AND THE (3) WATER REVENUE BONDS, SERIES 2004 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 27, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $703,000 (THE "SERIES 2004 A BONDS"). THE SERIES 1966 BONDS, THE SERIES 1974 BONDS AND THE SERIES 2004 A BONDS ARE REFERRED TO AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2006 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2006 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2006 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West

Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: March 29, 2006.

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$126,140	March 29, 2006	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $

EXHIBIT B
DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
06/01/2006	-	-	-
09/01/2006	-	-	-
12/01/2006	-	-	-
03/01/2007	-	-	-
06/01/2007	-	-	-
09/01/2007	8,065.00	-	8,065.00
12/01/2007	8,065.00	-	8,065.00
03/01/2008	8,065.00	-	8,065.00
06/01/2008	8,065.00	-	8,065.00
09/01/2008	8,065.00	-	8,065.00
12/01/2008	8,065.00	-	8,065.00
03/01/2009	8,065.00	-	8,065.00
06/01/2009	8,065.00	-	8,065.00
09/01/2009	8,065.00	-	8,065.00
12/01/2009	8,065.00	-	8,065.00
03/01/2010	8,065.00	-	8,065.00
06/01/2010	8,065.00	-	8,065.00
09/01/2010	8,065.00	-	8,065.00
12/01/2010	8,065.00	-	8,065.00
03/01/2011	8,065.00	-	8,065.00
06/01/2011	8,065.00	-	8,065.00
09/01/2011	8,065.00	-	8,065.00
12/01/2011	8,065.00	-	8,065.00
03/01/2012	8,065.00	-	8,065.00
06/01/2012	8,065.00	-	8,065.00
09/01/2012	8,065.00	-	8,065.00
12/01/2012	8,065.00	-	8,065.00
03/01/2013	8,065.00	-	8,065.00
06/01/2013	8,065.00	-	8,065.00
09/01/2013	8,065.00	-	8,065.00
12/01/2013	8,065.00	-	8,065.00
03/01/2014	8,065.00	-	8,065.00
06/01/2014	8,065.00	-	8,065.00
09/01/2014	8,065.00	-	8,065.00
12/01/2014	8,065.00	-	8,065.00
03/01/2015	8,065.00	-	8,065.00
06/01/2015	8,065.00	-	8,065.00
09/01/2015	8,065.00	-	8,065.00
12/01/2015	8,065.00	-	8,065.00
03/01/2016	8,065.00	-	8,065.00
06/01/2016	8,065.00	-	8,065.00
09/01/2016	8,065.00	-	8,065.00
12/01/2016	8,065.00	-	8,065.00

Date	Principal	Coupon	Total P+I
03/01/2017	8,065.00	-	8,065.00
06/01/2017	8,065.00	-	8,065.00
09/01/2017	8,065.00	-	8,065.00
12/01/2017	8,065.00	-	8,065.00
03/01/2018	8,065.00	-	8,065.00
06/01/2018	8,065.00	-	8,065.00
09/01/2018	8,065.00	-	8,065.00
12/01/2018	8,065.00	-	8,065.00
03/01/2019	8,065.00	-	8,065.00
06/01/2019	8,065.00	-	8,065.00
09/01/2019	8,065.00	-	8,065.00
12/01/2019	8,065.00	-	8,065.00
03/01/2020	8,065.00	-	8,065.00
06/01/2020	8,065.00	-	8,065.00
09/01/2020	8,065.00	-	8,065.00
12/01/2020	8,065.00	-	8,065.00
03/01/2021	8,065.00	-	8,065.00
06/01/2021	8,065.00	-	8,065.00
09/01/2021	8,065.00	-	8,065.00
12/01/2021	8,065.00	-	8,065.00
03/01/2022	8,065.00	-	8,065.00
06/01/2022	8,065.00	-	8,065.00
09/01/2022	8,065.00	-	8,065.00
12/01/2022	8,065.00	-	8,065.00
03/01/2023	8,065.00	-	8,065.00
06/01/2023	8,065.00	-	8,065.00
09/01/2023	8,065.00	-	8,065.00
12/01/2023	8,065.00	-	8,065.00
03/01/2024	8,065.00	-	8,065.00
06/01/2024	8,065.00	-	8,065.00
09/01/2024	8,065.00	-	8,065.00
12/01/2024	8,065.00	-	8,065.00
03/01/2025	8,065.00	-	8,065.00
06/01/2025	8,065.00	-	8,065.00
09/01/2025	8,065.00	-	8,065.00
12/01/2025	8,065.00	-	8,065.00
03/01/2026	8,065.00	-	8,065.00
06/01/2026	8,065.00	-	8,065.00
09/01/2026	8,065.00	-	8,065.00
12/01/2026	8,065.00	-	8,065.00
03/01/2027	8,065.00	-	8,065.00
06/01/2027	8,065.00	-	8,065.00
09/01/2027	8,064.00	-	8,064.00
12/01/2027	8,064.00	-	8,064.00
03/01/2028	8,064.00	-	8,064.00
06/01/2028	8,064.00	-	8,064.00
09/01/2028	8,064.00	-	8,064.00
12/01/2028	8,064.00	-	8,064.00
03/01/2029	8,064.00	-	8,064.00

Date	Principal	Coupon	Total P+I
06/01/2029	8,064.00	-	8,064.00
09/01/2029	8,064.00	-	8,064.00
12/01/2029	8,064.00	-	8,064.00
03/01/2030	8,064.00	-	8,064.00
06/01/2030	8,064.00	-	8,064.00
09/01/2030	8,064.00	-	8,064.00
12/01/2030	8,064.00	-	8,064.00
03/01/2031	8,064.00	-	8,064.00
06/01/2031	8,064.00	-	8,064.00
09/01/2031	8,064.00	-	8,064.00
12/01/2031	8,064.00	-	8,064.00
03/01/2032	8,064.00	-	8,064.00
06/01/2032	8,064.00	-	8,064.00
09/01/2032	8,064.00	-	8,064.00
12/01/2032	8,064.00	-	8,064.00
03/01/2033	8,064.00	-	8,064.00
06/01/2033	8,064.00	-	8,064.00
09/01/2033	8,064.00	-	8,064.00
12/01/2033	8,064.00	-	8,064.00
03/01/2034	8,064.00	-	8,064.00
06/01/2034	8,064.00	-	8,064.00
09/01/2034	8,064.00	-	8,064.00
12/01/2034	8,064.00	-	8,064.00
03/01/2035	8,064.00	-	8,064.00
06/01/2035	8,064.00	-	8,064.00
09/01/2035	8,064.00	-	8,064.00
12/01/2035	8,064.00	-	8,064.00
03/01/2036	8,064.00	-	8,064.00
06/01/2036	8,064.00	-	8,064.00
09/01/2036	8,064.00	-	8,064.00
12/01/2036	8,064.00	-	8,064.00
03/01/2037	8,064.00	-	8,064.00
06/01/2037	8,064.00	-	8,064.00
09/01/2037	8,064.00	-	8,064.00
12/01/2037	8,064.00	-	8,064.00
03/01/2038	8,064.00	-	8,064.00
06/01/2038	8,064.00	-	8,064.00
09/01/2038	8,064.00	-	8,064.00
12/01/2038	8,064.00	-	8,064.00
03/01/2039	8,064.00	-	8,064.00
06/01/2039	8,064.00	-	8,064.00
09/01/2039	8,064.00	-	8,064.00
12/01/2039	8,064.00	-	8,064.00
03/01/2040	8,064.00	-	8,064.00
06/01/2040	8,064.00	-	8,064.00
09/01/2040	8,064.00	-	8,064.00
12/01/2040	8,064.00	-	8,064.00
03/01/2041	8,064.00	-	8,064.00
06/01/2041	8,064.00	-	8,064.00

Date	Principal	Coupon	Total P+I
09/01/2041	8,064.00	-	8,064.00
12/01/2041	8,064.00	-	8,064.00
03/01/2042	8,064.00	-	8,064.00
06/01/2042	8,064.00	-	8,064.00
09/01/2042	8,064.00	-	8,064.00
12/01/2042	8,064.00	-	8,064.00
03/01/2043	8,064.00	-	8,064.00
06/01/2043	8,064.00	-	8,064.00
09/01/2043	8,064.00	-	8,064.00
12/01/2043	8,064.00	-	8,064.00
03/01/2044	8,064.00	-	8,064.00
06/01/2044	8,064.00	-	8,064.00
09/01/2044	8,064.00	-	8,064.00
12/01/2044	8,064.00	-	8,064.00
03/01/2045	8,064.00	-	8,064.00
06/01/2045	8,064.00	-	8,064.00
09/01/2045	8,064.00	-	8,064.00
12/01/2045	8,064.00	-	8,064.00
03/01/2046	8,064.00	-	8,064.00

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

Section 1.02. Findings. It is hereby found, determined and declared that:

A. Greater Harrison County Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Harrison County of said State.

B. The Issuer presently owns and operates a public waterworks system. However, it is deemed necessary and desirable for the health, safety, advantage, convenience and

welfare of the inhabitants of the Issuer that there be acquired and constructed improvements and extensions to the existing public waterworks system of the Issuer, consisting of construction of upgrades and improvements to the existing water distribution system in the Lost Creek area and along Route 25 in Harrison County, together with all appurtenant facilities (the existing public waterworks facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer and at the costs estimated in Section 2.01 hereof.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund) in the total aggregate principal amount of $1,500,000 (the "Series 2009 A Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2009 A Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2009 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2009 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 40 years.

F. It is in the best interests of the Issuer that its Series 2009 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), in form satisfactory to the respective parties (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 A Bonds as to liens, pledge and source of and security for payment, being the Issuer's: (i) Water Revenue Bonds, Series 1974 (United States Department of Agriculture) dated May 27, 1976, issued in the original aggregate principal amount of $305,000 (the "Series 1974 Bonds"); (ii) Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure Fund) dated July 24, 2004, issued in the original aggregate principal amount of $703,000 (the "Series 2004 A Bonds"); and (iii) Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund) dated March 29, 2006, issued in the original aggregate principal amount of $1,250,000 (the "Series 2006 A Bonds"). The Series 1974 Bonds, the Series 2004 A Bonds and the Series 2006 A Bonds are hereinafter collectively called the "Prior Bonds."

The Series 2009 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2009 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of certain of the Holders of the Prior Bonds to the issuance of the Series 2009 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

H. The estimated revenues to be derived in each year following completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest, if any, on the Series 2009 A Bonds and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2009 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2009 A Bonds or such final order will not be subject to appeal or rehearing and the Issuer shall supply an opinion of counsel to such effect.

J. The Project has been reviewed and determined to be technically and financially feasible by the Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended. That, unless it qualifies for an exception, the Issuer shall comply with all the requirements of Chapter 21, Article 1C of the Code of West Virginia, 1931, as amended (the "West Virginia Jobs Act") and shall require its contractors and subcontractors to comply with the West Virginia Jobs Act.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2009 A Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2009 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

"Act" means, collectively, Chapter 16, Article 13A, and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2009 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

"Authorized Officer" means the Chairman of the Governing Body of the Issuer or any temporary Chairman duly selected by the Governing Body.

"Bondholder," "Holder of the Bonds," "Holder," "Registered Owner" or any similar term whenever used herein with respect to an outstanding Bond or Bonds, means the person in whose name such Bond is registered.

"Bond Legislation," "Resolution," "Bond Resolution" or "Local Act" means this Bond Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

"Bond Registrar" means the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns.

"Bonds" means, collectively, the Series 2009 A Bonds, the Prior Bonds and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

"Bond Year" means the 12-month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

"Chairman" means the Chairman of the Governing Body of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2009 A Bonds for all or a portion of the proceeds of the Series 2009 A Bonds from the Authority.

"Code" means the Internal Revenue Code of 1986, as amended, and the Regulations.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

"Consulting Engineers" means Thrasher Engineering, Inc., Clarksburg, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System or portion thereof in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

"Costs" or "Costs of the Project" means those costs described in Section 1.02D hereof to be a part of the cost of acquisition and construction of the Project.

"Council" means the West Virginia Infrastructure and Jobs Development Council or any other agency of the State of West Virginia that succeeds to the functions of the Council.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions of the FDIC.

"Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

"Governing Body" or "Board" means the public service board of the Issuer, as it may now or hereafter be constituted.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

"Grants" means any grant that may be received for the project.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including

Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

"Herein," "hereto" and similar words shall refer to this entire Bond Legislation.

"Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Issuer" means Greater Harrison County Public Service District, formerly Grant-Union Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County, West Virginia, which has heretofore merged with the Lost Creek-Mt. Claire Public Service District, Quiet Dell Public Service District and Valley of Good Hope Public Service District and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means, the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2009 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2009 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2009 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

"Net Revenues" means the balance of the Gross Revenues, remaining after deduction of Operating Expenses, as hereinafter defined.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the

value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered, except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the Commission or other entity designated as such for the Series 2009 A Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, Series 1974 Bonds, the Series 2004 A Bonds and the Series 2006 A Bonds.

"Prior Resolutions" means, collectively, the resolutions authorizing the Prior Bonds.

"Project" means the Project as described in Section 1.02B hereof.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage

Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended; and

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Registrar" means the Bond Registrar.

"Regulations" means temporary and permanent regulations promulgated under the Code or any predecessor to the Code.

"Repair and Replacement Fund" means the Repair and Replacement Fund established by Prior Resolution and continued by Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2009 A Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2009 A Bonds and the Prior Bonds.

"Revenue Fund" means the Revenue Fund established by Prior Resolution and continued by Section 5.01 hereof.

"Secretary" means the Secretary of the Governing Body of the Issuer.

"Series 1974 Bonds" means the Greater Harrison County Public Service District Water Revenue Bonds, Series 1974 (United States Department of Agriculture), dated May 27, 1976, issued in the original aggregate principal amount of $305,000, assumed by the Issuer in its merger with Lost Creek-Mt. Clare Public Service District.

"Series 2004 A Bonds" means the Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure Fund), dated July 27, 2004, issued in the original aggregate principal amount of $703,000.

"Series 2006 A Bonds" means the Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund), dated March 29, 2006, issued in the original aggregate principal amount of $1,250,000.

"Series 2009 A Bonds" means the Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

"Series 2009 A Bonds Construction Trust Fund" means the Series 2009 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2009 A Bonds Reserve Account" means the Series 2009 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2009 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2009 A Bonds in the then current or any succeeding year.

"Series 2009 A Bonds Sinking Fund" means the Series 2009 A Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2009 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2009 A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2009 A Bonds, and not so included, may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Repair and Replacement Fund, the Sinking Funds and the Reserve Accounts.

"System" means the complete public waterworks system of the Issuer, as presently existing in its entirety or any integral part thereof, and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the waterworks systems from any sources whatsoever.

"Tap Fees" means the fees, if any, paid by prospective customers of the System in order to connect thereto.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

Additional terms and phrases are defined in this Resolution as they are used. Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of $2,100,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2009 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the Council.

The cost of the Project is estimated not to exceed $2,100,000 of which $1,500,000 will be obtained from the proceeds of the Series 2009 A Bonds and $600,000 will be obtained from a grant from the Council.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF LOAN AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest, if any, on the Series 2009 A Bonds, funding the Reserve Account for the Series 2009 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2009 A Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2009 A Bonds of the Issuer. The Series 2009 A Bonds shall be issued as a single bond, designated as "Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund)," in the principal amount of $1,500,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2009 A Bonds remaining after funding of the Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2009 A Bonds, if any, shall be deposited in or credited to the Series 2009 A Bonds Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2009 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2009 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2009 A Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2009 A Bonds shall be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2009 A Bonds. The Series 2009 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall have such terms as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2009 A Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2009 A Bonds shall cease to be such officer of the Issuer before the Series 2009 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2009 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar for the Series 2009 A Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2009 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2009 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2009 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2009 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2009 A Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2009 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized

in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2009 A Bonds or transferring the registered Series 2009 A Bonds are exercised, all Series 2009 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2009 A Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2009 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2009 A Bonds or, in the case of any proposed redemption of Series 2009 A Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2009 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2009 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2009 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2009 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2009 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2009 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2009 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2009 A Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2009 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2009 A Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2009 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2009 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2009 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2009 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That on this the _____ day of _____, 2009, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20____, to and including _____ 1, 20____ as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2009.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); (ii) to fund the Series 2009 A Bonds Reserve Account; and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full

compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2009, and a Supplemental Resolution duly adopted by the Issuer on _____, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH (1) WATER REVENUE BONDS, SERIES 1974 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1974 BONDS"); (2) WATER REVENUE BONDS, SERIES 2004 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 27, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $703,000 (THE "SERIES 2004 A BONDS") AND (3) WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 29, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,250,000 (THE "SERIES 2006 A BONDS") THE SERIES 1974 BONDS, THE SERIES 2004 A BONDS AND THE SERIES 2006 A BONDS ARE REFERRED TO AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2009 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2009 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2009 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further

covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20___.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2009 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.12. Filing of "Amended Schedule". Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority and the Council a schedule, the form of which will be provided by the Council, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued if established by Prior Resolution) and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund (established by the Prior Resolutions);

(2) Operation and Maintenance Fund (established by the Prior Resolutions);

(3) Reserve Account (established by Prior Resolution for the Series 1974 Bonds);

(4) Repair and Replacement Fund (established by the Prior Resolutions); and

(5) Series 2009 A Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created (or continued if established by Prior Resolution) with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

(1) Series 2004 A Bond Sinking Fund (established by Prior Resolution);

(2) Series 2004 A Bond Reserve Account (established by Prior Resolution);

(3) Series 2006 A Bond Sinking Fund (established by Prior Resolution);

(4) Series 2006 A Bond Reserve Account (established by Prior Resolution);

(5) Series 2009 A Bonds Sinking Fund; and

(6) Series 2009 A Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this

Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order of priority:

(1) The Issuer shall first, each month, pay from the Revenue Fund all current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the National Finance Office, the amounts required to pay interest on the Series 1974 Bonds, as required by the Prior Resolutions.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) remit to the National Finance Office the amounts required to pay principal of the Series 1974 Bonds, as required by the Prior Resolutions; (ii) remit to the Commission the amounts required to pay principal of the Series 2004 A Bonds and the Series 2006 A Bonds, as required by the Prior Resolutions; and (iii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2009 A Bonds, for deposit in the Series 2009 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2009 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2009 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) remit to the Depository Bank, the amounts required by the Prior Resolutions for deposit in the Reserve Account for the Series 1974 Bonds; (ii) remit to the Commission, the amount required by the Prior Resolutions for deposit in the respective Series 2004 A Bonds and Series 2006 A Bonds Reserve Accounts; and (iii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2009 A Bonds, if not fully funded upon issuance of the Series 2009 A Bonds, for deposit in the Series 2009 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2009 A Bonds Reserve Requirement, until the amount in the Series 2009 A Bonds Reserve Account equals the Series 2009 A Bonds Reserve

Requirement; provided that, no further payments shall be made into the Series 2009 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Repair and Replacement Fund (as previously set forth in the Prior Resolutions and not in addition thereto) the amounts required by the Prior Resolutions and a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Repair and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Repair and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Repair and Replacement Fund.

Monies in the Series 2009 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2009 A Bonds as the same shall become due. Monies in the Series 2009 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2009 A Bonds as the same shall come due, when other monies in the Series 2009 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account, shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2009 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2009 A Bonds, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2009 A Bonds Reserve Account which result in a reduction in the balance therein to below the Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2009 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2009 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2009 A Bonds and the Prior Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2009 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve account payments with respect to the Series 2009 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

C. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the Loan Agreement, and submit a copy of said form along with a copy of its payment check to the Authority by the 5th day of such calendar month.

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the respective parties shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

F. The monies in excess of the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Net Revennes shall be applied to such deficiencies before being applied to any other payments hereunder.

H. The Gross Revenues of the System shall only be used for purposes of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2009 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2009 A Bonds, there shall first be deposited with the Commission in the Series 2009 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2009 A Bonds for the period commencing on the date of issuance of the Series 2009 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2009 A Bonds, there shall be deposited with the Commission in the Series 2009 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2009 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2009 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2009 A Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2009 A Bonds.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2009 A Bonds shall be applied as directed by the Council.

Section 6.02. Disbursements From the Bond Construction Trust Fund. The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2009 A Bonds Construction Trust Fund shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer stating that:

(a) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;

(b) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

(c) Each of such costs has been otherwise properly incurred; and

(d) Payment for each of the items proposed is then due and owing.

The Issuer shall expend all proceeds of the Series 2009 A Bonds within 3 years of the date of issuance of the Council's bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, monies in the Series 2009 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2009 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2009 A Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2009 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2009 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2009 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2009 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2009 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Recommended Decision of the Public Service Commission of West Virginia entered January 9, 2009, which became Final Order on January 29, 2009 in Case 08-1184-PWD-30B, and such rates are hereby adopted.

So long as the Series 2009 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2009 A Bonds

shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2009 A Bonds and the Prior Bonds are outstanding and except as otherwise required by law or with the written consent of the Council, the Authority and the holders of the Prior Bonds, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2009 A Bonds, immediately be remitted to the Commission for deposit in the Series 2009 A Bonds Sinking Fund and applied to the payment of principal of and interest, if any, on the Series 2009 A Bonds. Any balance remaining after the payment of the Series 2009 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Repair and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Repair and Replacement Fund. The payment of such proceeds into the Repair and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders

of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2009 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2009 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2009 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2009 A Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2009 A Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority and the Council prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2009 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2009 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

So long as the Series 1974 Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net

Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Series 1974 Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the Series 1974 bonds are no longer Outstanding, the following requirement shall be met:

No Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the Issuer and approved by the Public Service Commission of West Virginia, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the

System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2009 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2009 A Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the Issuer then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Council, the Authority, or any other original purchaser of the Series 2009 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2009 A Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation, and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2009 A Bonds, and shall submit said report to the Council and the Authority, or any other original purchaser of the Series 2009 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and

interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Issuer shall also provide the Authority and the Council, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Council with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2009 A Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2009 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2009 A Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit in the Series 2009 A Bonds Reserve Account and the reserve accounts for obligations on a parity with the Series 2009 A Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2009 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2009 A Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding

and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the Council and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and the Council and to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the Council covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, the Council and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall employ qualified operating personnel properly certified by the State during the entire term of the Loan Agreement.

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.13. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other

charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. Except as required by law, the Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Repair and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Repair and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may

appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The Issuer shall verify such bonds prior to commencement of construction.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority and the Council and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance

shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto.

Section 7.17. Completion and Operation of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect.

Section 7.18. Reserved.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2009 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2009 A Bonds and shall be on a parity with the Prior Bonds.

Section 7.20. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the Council with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority, the Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2009 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2009 A Bonds held in "contingency" as set forth in the respective schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2009 A Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any ground breaking or dedication of the Project.

ARTICLE VIII

INVESTMENT OF FUNDS

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Bond Legislation other than the Revenue Fund, shall be invested and reinvested by the Commission, the Depository Bank, or such other bank or national banking association holding such fund or account, as the case may be, at the written direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank, or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2009 A Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2009 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2009 A Bonds as a condition to issuance of the Series 2009 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2009 A Bonds as may be necessary in order to maintain the status of the Series 2009 A Bonds as public purpose bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2009 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, from which the proceeds of the Series 2009 A Bonds are derived, to lose their status as tax-exempt bonds; and

(iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2009 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2009 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2009 A Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2009 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2009 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond;

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(4) If default occurs under the Prior Bonds or the Prior Resolutions.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2009 A Bonds shall be on a parity with the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might exercise.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Bond Legislation shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of the System

shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2009 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2009 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2009 A Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2009 A Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2009 A Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2009 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2009 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2009 A Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2009 A Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2009 A Bonds.

Section 11.04. Headings, Etc. The headings and catchlines of the articles, sections and subsections hereof are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Date. This Resolution shall take effect immediately upon adoption.

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Adopted this 5th day of March, 2009.

William T. Coffey III
Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT on the 5th day of March, 2009.

Dated: March 16, 2009.

[SEAL]

Secretary

06.06.08
352650.00004

EXHIBIT A

Loan Agreement included in bond transcript as Document 3

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2009 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $1,500,000

KNOW ALL MEN BY THESE PRESENTS: That on this the 16th day of March, 2009, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of ONE MILLION FIVE HUNDRED DOLLARS ($1,500,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2010, to and including March 1, 2049 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated March 16, 2009.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public waterworks system of the Issuer (the "Project"); (ii) to fund the Series 2009 A Bonds Reserve Account; and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on March 5, 2009, and a Supplemental Resolution duly adopted by the Issuer on March 5, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds

would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH (1) WATER REVENUE BONDS, SERIES 1974 (UNITED STATES DEPARTMENT OF AGRICULTURE) (THE "SERIES 1974 BONDS"); (2) WATER REVENUE BONDS, SERIES 2004 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 27, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $703,000 (THE "SERIES 2004 A BONDS") AND (3) WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 29, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,250,000 (THE "SERIES 2006 A BONDS") THE SERIES 1974 BONDS, THE SERIES 2004 A BONDS AND THE SERIES 2006 A BONDS ARE REFERRED TO AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Prior Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2009 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2009 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2009 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: March 16, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$246,332	March 16, 2009	(19)		
(2)			(20)		
(3)			(21)		
(4)			(22)		
(5)			(23)		
(6)			(24)		
(7)			(25)		
(8)			(26)		
(9)			(27)		
(10)			(28)		
(11)			(29)		
(12)			(30)		
(13)			(31)		
(14)			(32)		
(15)			(33)		
(16)			(34)		
(17)			(35)		
(18)			(36)		

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

BOND DEBT SERVICE
Greater Harrison County PSD
0% Interest Rate

Dated Date 3/16/2009
Delivery Date 3/16/2009

Period Ending	Principal	Interest	Debt Service
9/1/2010	9,678.		9,678.
12/1/2010	9,678.		9,678.
3/1/2011	9,678.		9,678.
6/1/2011	9,678.		9,678.
9/1/2011	9,678.		9,678.
12/1/2011	9,678.		9,678.
3/1/2012	9,678.		9,678.
6/1/2012	9,678.		9,678.
9/1/2012	9,678.		9,678.
12/1/2012	9,678.		9,678.
3/1/2013	9,678.		9,678.
6/1/2013	9,678.		9,678.
9/1/2013	9,678.		9,678.
12/1/2013	9,678.		9,678.
3/1/2014	9,678.		9,678.
6/1/2014	9,678.		9,678.
9/1/2014	9,678.		9,678.
12/1/2014	9,678.		9,678.
3/1/2015	9,678.		9,678.
6/1/2015	9,678.		9,678.
9/1/2015	9,678.		9,678.
12/1/2015	9,678.		9,678.
3/1/2016	9,678.		9,678.
6/1/2016	9,678.		9,678.
9/1/2016	9,678.		9,678.
12/1/2016	9,678.		9,678.
3/1/2017	9,678.		9,678.
6/1/2017	9,678.		9,678.
9/1/2017	9,678.		9,678.
12/1/2017	9,678.		9,678.
3/1/2018	9,678.		9,678.
6/1/2018	9,678.		9,678.
9/1/2018	9,678.		9,678.
12/1/2018	9,678.		9,678.
3/1/2019	9,678.		9,678.
6/1/2019	9,678.		9,678.
9/1/2019	9,678.		9,678.
12/1/2019	9,678.		9,678.
3/1/2020	9,678.		9,678.
6/1/2020	9,678.		9,678.
9/1/2020	9,678.		9,678.
12/1/2020	9,678.		9,678.
3/1/2021	9,678.		9,678.
6/1/2021	9,678.		9,678.
9/1/2021	9,678.		9,678.
12/1/2021	9,678.		9,678.

BOND DEBT SERVICE
Greater Harrison County PSD
0% Interest Rate

Period Ending	Principal	Interest	Debt Service
3/1/2022	9,678.		9,678.
6/1/2022	9,678.		9,678.
9/1/2022	9,678.		9,678.
12/1/2022	9,678.		9,678.
3/1/2023	9,678.		9,678.
6/1/2023	9,678.		9,678.
9/1/2023	9,678.		9,678.
12/1/2023	9,678.		9,678.
3/1/2024	9,678.		9,678.
6/1/2024	9,678.		9,678.
9/1/2024	9,678.		9,678.
12/1/2024	9,678.		9,678.
3/1/2025	9,678.		9,678.
6/1/2025	9,678.		9,678.
9/1/2025	9,678.		9,678.
12/1/2025	9,678.		9,678.
3/1/2026	9,678.		9,678.
6/1/2026	9,678.		9,678.
9/1/2026	9,678.		9,678.
12/1/2026	9,677.		9,677.
3/1/2027	9,677.		9,677.
6/1/2027	9,677.		9,677.
9/1/2027	9,677.		9,677.
12/1/2027	9,677.		9,677.
3/1/2028	9,677.		9,677.
6/1/2028	9,677.		9,677.
9/1/2028	9,677.		9,677.
12/1/2028	9,677.		9,677.
3/1/2029	9,677.		9,677.
6/1/2029	9,677.		9,677.
9/1/2029	9,677.		9,677.
12/1/2029	9,677.		9,677.
3/1/2030	9,677.		9,677.
6/1/2030	9,677.		9,677.
9/1/2030	9,677.		9,677.
12/1/2030	9,677.		9,677.
3/1/2031	9,677.		9,677.
6/1/2031	9,677.		9,677.
9/1/2031	9,677.		9,677.
12/1/2031	9,677.		9,677.
3/1/2032	9,677.		9,677.
6/1/2032	9,677.		9,677.
9/1/2032	9,677.		9,677.
12/1/2032	9,677.		9,677.
3/1/2033	9,677.		9,677.
6/1/2033	9,677.		9,677.
9/1/2033	9,677.		9,677.
12/1/2033	9,677.		9,677.
3/1/2034	9,677.		9,677.
6/1/2034	9,677.		9,677.

BOND DEBT SERVICE
Greater Harrison County PSD
0% Interest Rate

Period Ending	Principal	Interest	Debt Service
9/1/2034	9,677.		9,677.
12/1/2034	9,677.		9,677.
3/1/2035	9,677.		9,677.
6/1/2035	9,677.		9,677.
9/1/2035	9,677.		9,677.
12/1/2035	9,677.		9,677.
3/1/2036	9,677.		9,677.
6/1/2036	9,677.		9,677.
9/1/2036	9,677.		9,677.
12/1/2036	9,677.		9,677.
3/1/2037	9,677.		9,677.
6/1/2037	9,677.		9,677.
9/1/2037	9,677.		9,677.
12/1/2037	9,677.		9,677.
3/1/2038	9,677.		9,677.
6/1/2038	9,677.		9,677.
9/1/2038	9,677.		9,677.
12/1/2038	9,677.		9,677.
3/1/2039	9,677.		9,677.
6/1/2039	9,677.		9,677.
9/1/2039	9,677.		9,677.
12/1/2039	9,677.		9,677.
3/1/2040	9,677.		9,677.
6/1/2040	9,677.		9,677.
9/1/2040	9,677.		9,677.
12/1/2040	9,677.		9,677.
3/1/2041	9,677.		9,677.
6/1/2041	9,677.		9,677.
9/1/2041	9,677.		9,677.
12/1/2041	9,677.		9,677.
3/1/2042	9,677.		9,677.
6/1/2042	9,677.		9,677.
9/1/2042	9,677.		9,677.
12/1/2042	9,677.		9,677.
3/1/2043	9,677.		9,677.
6/1/2043	9,677.		9,677.
9/1/2043	9,677.		9,677.
12/1/2043	9,677.		9,677.
3/1/2044	9,677.		9,677.
6/1/2044	9,677.		9,677.
9/1/2044	9,677.		9,677.
12/1/2044	9,677.		9,677.
3/1/2045	9,677.		9,677.
6/1/2045	9,677.		9,677.
9/1/2045	9,677.		9,677.
12/1/2045	9,677.		9,677.
3/1/2046	9,677.		9,677.
6/1/2046	9,677.		9,677.
9/1/2046	9,677.		9,677.
12/1/2046	9,677.		9,677.

BOND DEBT SERVICE
Greater Harrison County PSD
0% Interest Rate

Period Ending	Principal	Interest	Debt Service
3/1/2047	9,677.		9,677.
6/1/2047	9,677.		9,677.
9/1/2047	9,677.		9,677.
12/1/2047	9,677.		9,677.
3/1/2048	9,677.		9,677.
6/1/2048	9,677.		9,677.
9/1/2048	9,677.		9,677.
12/1/2048	9,677.		9,677.
3/1/2049	9,677.		9,677.
	1,500,000.		1,500,000.

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20___.

_____

In the presence of:

_____

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $4,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2014 A (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT

BE IT RESOLVED AND ORDERED BY THE PUBLIC SERVICE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law. Greater Harrison County Public Service District (the "Issuer") is a public corporation, public service district and political subdivision of the State of West Virginia in Harrison County of said State, duly created pursuant to the Act by The County Commission of Harrison County.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. The Issuer currently owns and operates a public waterworks system and desires to finance and acquire, construct, operate and maintain certain additional public service properties consisting of additions, improvements and extensions to such existing waterworks facilities with all appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be constructed and designed certain additions, improvements and extensions to the existing waterworks facilities of the Issuer, consisting of improvements to the water distribution system and

construction and rehabilitation of the water tanks, together with all necessary appurtenant facilities (the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Secretary of the Public Service Board (the "Governing Body") of the Issuer. The existing waterworks facilities of the Issuer, together with the Project and any further additions, improvements or extensions thereto, are herein called the "System." The Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

C. The estimated revenues to be derived in each year from the operation of the System after completion of the Project will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Bonds (hereinafter defined) and all funds and accounts and other payments provided for herein.

D. The estimated maximum cost of the Project is $4,000,000 which will be obtained from the proceeds of sale of the Series 2014 A Bonds.

E. The Issuer intends to permanently finance the costs of the Project through the issuance of its Water Revenue Bonds, Series 2014 A (United States Department of Agriculture), in the aggregate principal amount of $4,000,000 (the "Series 2014 A Bonds"), to permanently finance the cost of such construction in the manner herein provided, and pay the costs of issuances thereof. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the cost of all property rights, easements and franchises deemed necessary or convenient therefor and for the improvements and extensions thereto; interest on the Series 2014 A Bonds; engineering, fiscal agents and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; and other expenses necessary or incident to determining the feasibility or practicability of the Project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized; provided, that reimbursement to the Issuer for any amounts expended by it for the repayment of indebtedness incurred for costs of the Project by the Issuer shall be deemed costs of the Project.

F. The period of usefulness of the System after completion of the Project is not less than 40 years.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2014 A Bonds as to liens, pledge and source of and security for payment being the Issuer's:

(i) Water Revenue Bonds, Series 1974 (United States Department of Agriculture), dated May 27, 1976, issued in the original aggregate principal amount of $305,000 (the "Series 1974 Bonds");

(ii) Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure Fund), dated July 27, 2004, issued in the original aggregate principal amount of $703,000 (the "Series 2004 A Bonds");

(iii) Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund), dated March 29, 2006, issued in the original aggregate principal amount of $1,250,000 (the "Series 2006 A Bonds); and

(iv) Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated March 16, 2009, issued in the original aggregate principal amount of $1,500,000 (the "Series 2009 A Bonds), (collectively, the "Prior Bonds").

The Issuer is not in default under the terms of the Prior Bonds, or the resolutions authorizing issuance of the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of parity bonds or has obtained a sufficient and valid consent or waiver thereof.

Prior to the issuance of the Series 2014 A Bonds, the Issuer will obtain (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consents of the Holders of the Prior Bonds to the issuance of the Series 2014 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. It is in the best interest of the Issuer that the Series 2014 A Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letter of Conditions, dated March 21, 2012, and all amendments thereto, if any (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2014 A Bonds, or will have so complied prior to issuance of the Series 2014 A Bonds, including, among other things and without limitation, obtaining a certificate of public convenience and necessity and approval of the financing and necessary user rates and charges from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2014 A Bonds by those who shall be the Registered Owner of the same from time to time, this Resolution (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Series 2014 A Bonds.

Section 1.04. Definitions. In addition to capitalized terms defined elsewhere herein, the following terms shall have the following meanings herein unless the text otherwise expressly requires:

"Act" means Chapter 16, Article 13A of the West Virginia Code of 1931, as amended.

"Bond Legislation" means this Resolution and all resolutions supplemental hereto and amendatory hereof.

"Bond Registrar" means the Issuer, which shall usually so act by its Secretary.

"Bonds" means, collectively, the Series 2014 A Bonds and the Prior Bonds.

"Chairman" means the Chairman of the Governing Body.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

"Consulting Engineer" means Thrasher Engineering, Inc., Bridgeport, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

"Costs" or "Costs of the Project" means those costs described in Section 1.02 (E) hereof.

"Depository Bank" means Harrison County Bank, Lost Creek, Harrison County, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

"Facilities" or "waterworks facilities" means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

"FDIC" means the Federal Deposit Insurance Corporation.

"Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

"Governing Body" means the Public Service Board of the Issuer.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America.

"Herein" or "herein" means in this Bond Legislation.

"Issuer," "Borrower" or "District" means Greater Harrison County Public Service District, a public service district, a public corporation and a political subdivision of the State of West Virginia, in Harrison County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated March 21, 2012, and all amendments thereto, if any.

"Minimum Reserve" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2014 A Bonds in the then current or any succeeding year.

"Net Revenues" means the balance of the Gross Revenues, as defined below, remaining after deduction of Operating Expenses, as defined below.

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the Project and the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating

and chargeable solely to the Project and the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed one-sixth of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital; provided, that all monthly amortization payments upon the Bonds and into all funds and accounts have been made to the last monthly payment date prior to the date of such retention.

"Prior Bonds" means, collectively, the Series 1974 Bonds, Series 2004 A Bonds, Series 2006 A Bonds and Series 2009 A Bonds.

"Prior Resolution" means, collectively, the resolutions of the Issuer, respectively, adopted authorizing the issuance of the Prior Bonds.

"Project" shall have the meaning stated in Section 1.02B above.

"Purchaser" or "Government" means United States Department of Agriculture, Rural Utilities Service, and any successor thereof, acting for and on behalf of the United States of America.

"Qualified Investments" means and includes any of the following, to the extent such investments are permitted by law:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking

arrangements) which, to the extent not insured by the FDIC (hereinbefore defined) or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor, must have (or its agent must have) possession of such collateral, and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended; and

(i) Obligations of States or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service or Standard & Poor's Corporation.

"Registered Owners," "Bondholders," "Holders of the Bonds" or any similar term means any person who shall be the registered owner of the Bonds.

"Resolutions" means, collectively, the Prior Resolutions and the Bond Legislation.

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Secretary" means the Secretary of the Governing Body.

"Series 1974 Bonds" means the Issuer's Water Revenue Bonds, Series 1974 (United States Department of Agriculture), dated May 27, 1976, issued in the original aggregate principal amount of $305,000.

"Series 2004 A Bonds" means the Issuer's Water Revenue Bonds, Series 2004 A (West Virginia Infrastructure Fund), dated July 27, 2004, issued in the original aggregate principal amount of $703,000.

"Series 2006 A Bonds" means the Issuer's Water Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund), dated March 29, 2006, issued in the original aggregate principal amount of $1,250,000.

"Series 2009 A Bonds" means the Issuer's Water Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated March 16, 2009, issued in the original aggregate principal amount of $1,500,000.

"Series 2014 A Bonds" means the Water Revenue Bonds, Series 2014 A (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

"Series 2014 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2014 A Bonds in the then current or any succeeding year.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2014 A Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2014 A Bonds, and not so included may be included in another Supplemental Resolution.

"System" means the complete public waterworks system of the Issuer, presently existing in its entirety or any integral part thereof, and shall include the Project and any improvements and extensions thereto hereafter acquired or constructed for the System from any sources whatsoever.

"Tap Fees" means the fees, if any, paid by prospective customers of the System in order to connect thereto.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neuter gender shall include any other gender; and any requirement for execution or attestation of the Bonds or any certificate or other document by the Chairman or the Secretary shall mean that such Bonds, certificate or other document may be executed or attested by an Acting Chairman or Acting Secretary.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of $4,000,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body.

The project is estimated to cost $4,000,000 which will be received from the proceeds of the Series 2014 A Bonds.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS

Section 3.01. Authorization of Bonds. Subject and pursuant to the provisions of the Bond Legislation, the Series 2014 A Bonds of the Issuer, to be known as "Water Revenue Bonds, Series 2014 A (United States Department of Agriculture)", are hereby authorized to be issued in the aggregate principal amount of $4,000,000, for the purpose of financing the cost of the construction and design of the Project.

Section 3.02. Description of Bonds. The Series 2014 A Bonds shall be issued in single form, numbered AR-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Series 2014 A Bonds shall bear interest from the date of delivery, payable monthly at the rate of 3.375% per annum, and shall be sold for the par value thereof. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and $15,600, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond.

The Series 2014 A Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the respective Bond forms hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Series 2014 A Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 2014 A Bonds, and the right to principal of and stated interest on the Series 2014 A Bonds, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Series 2014 A Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Series 2014 A Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Bond Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Bond Registrar with respect to such transfer.

No registration of transfer of the Series 2014 A Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2014 A Bonds.

Section 3.04. Bond Registrar. The Issuer shall be the Bond Registrar and will keep, or cause to be kept by its agent, at its office, sufficient books for the registration and transfer of the Series 2014 A Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2014 A Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 2014 A Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2014 A Bonds for registration or transfer only if ownership thereof is to be registered in the name of the Purchaser, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust and/or such other identifying number and information as may be required by law. The Series 2014 A Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 2014 A Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05. Execution of Bonds. The Series 2014 A Bonds shall be executed in the name of the Issuer by the Chairman and its corporate seal shall be affixed thereto and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2014 A Bonds shall cease to be such officer of the Issuer before the Series 2014 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. The Series 2014 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 2014 A Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bonds or in lieu of and substitution for the Bonds destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Series 2014 A Bonds so surrendered shall be canceled and held for the account of the Issuer. If the Series 2014 A Bonds shall have matured or

be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, and, if such Bond be destroyed, stolen or lost, without surrender thereof.

Section 3.07. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2014 A Bonds shall be secured forthwith by a first lien on the Net Revenues derived from the System, on a parity with the Prior Bonds. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Series 2014 A Bonds and the Prior Bonds, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2014 A Bonds and the Prior Bonds as the same become due.

Section 3.08. Form of Bond. Subject to the provisions hereof, the text of the Series 2014 A Bonds and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or by any resolution adopted after the date of adoption hereof and prior to the issuance thereof:

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(FORM OF BOND)

UNITED STATES OF AMERICA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2014 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

$_____

No. AR-1 Date: _____

FOR VALUE RECEIVED, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of _____ DOLLARS ($_____), plus interest on the unpaid principal balance at the rate of _____% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing _____, 2014 (30 days following delivery of the Bond) and continuing on the _____ day of each month to and including _____, 20___ (the first 24 months after the date hereof), and commencing _____, 20___; monthly payments of $_____, covering principal and interest shall be paid on the _____ day of each month to and including _____, 20___, (40 years from the date of this Bond) provided that the final payment shall be in the sum of the unpaid principal and interest due on the date thereof. Prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a

calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolutions and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted _____, 2014, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S:

(I) WATER REVENUE BONDS, SERIES 1974 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED MAY 27, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $305,000 (THE "SERIES 1974 BONDS");

(II) WATER REVENUE BONDS, SERIES 2004 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 27, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $703,000 (THE "SERIES 2004 A BONDS");

(III) WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 29, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,250,000 (THE "SERIES 2006 A BONDS); AND

(IV) WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 16, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,500,000 (THE "SERIES 2009 A BONDS), (COLLECTIVELY, THE "PRIOR BONDS").

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

[CORPORATE SEAL]

_____
Chairman, Public Service Board

ATTEST:

_____
Secretary, Public Service Board

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20___.

_____.

In the presence of:

_____

ARTICLE IV

SYSTEM REVENUES AND APPLICATION THEREOF; DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS

Section 4.01. A. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are created (or continued if established by Prior Resolution) with and shall be held by the Depository Bank, separate and apart from all other funds or accounts of the Depository Bank and from each other:

(1) Revenue Fund (established by Prior Resolution and continued hereby);

(2) Operation and Maintenance Fund (established by Prior Resolution and continued hereby);

(3) Reserve Account (established by Prior Resolution for the Series 1974 Bonds);

(4) Repair and Replacement Fund (established by Prior Resolution and continued hereby); and

(5) Series 2014 A Bonds Project Construction Account.

B. Establishment of Funds and Accounts with Commission. The following special funds or accounts are created (or continued if established by Prior Resolution) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission and from each other:

(1) Series 2004 A Bonds Sinking Fund (established by Prior Resolution and continued hereby);

(2) Series 2004 A Bonds Reserve Account (established by Prior Resolution and continued hereby);

(3) Series 2006 A Bonds Sinking Fund (established by Prior Resolution and continued hereby);

(4) Series 2006 A Bonds Reserve Account (established by Prior Resolution and continued hereby);

(5) Series 2009 A Bonds Sinking Fund (established by Prior Resolution and continued hereby);

(6) Series 2009 A Bonds Reserve Account (established by Prior Resolution and continued hereby); and

(7) Series 2014 A Bonds Reserve Account.

Section 4.02. Bond Proceeds; Project Construction Account. The proceeds of the sale of the Series 2014 A Bonds shall be deposited upon receipt by the Issuer in the Series 2014 A Bonds Project Construction Account. The monies in the Series 2014 A Bonds Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Monies in the Series 2014 A Bonds Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Monies in the Series 2014 A Bonds Project Construction Account shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of acquisition and construction of the Project, the Issuer will additionally transfer from the Series 2014 A Bonds Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installments on the Series 2014 A Bonds if there are not sufficient Net Revenues to make such monthly payment.

Pending application as provided in this Section 4.02, money and funds in the Series 2014 A Bonds Project Construction Account shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When acquisition and construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Series 2014 A Bonds Project Construction Account shall be disposed of in accordance with the regulations of the Purchaser.

Section 4.03. Covenants of the Issuer as to System Revenues and Funds. So long as any of the Series 2014 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2014 A Bonds Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 2014 A Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the Holders of the Series 2014 A Bonds as follows:

A. REVENUE FUND. The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all Tap Fees received, shall be deposited as collected by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Resolutions and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in the Resolutions.

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to the provisions of the Prior Resolutions not otherwise modified herein:

(1) The Issuer shall first, each month, pay from the Revenue Fund the Operating Expenses of the System.

(2) The Issuer shall next, each month, on or before the due date thereof, transfer from the Revenue Fund and simultaneously remit to the National Finance Office (i) the amount required by the Prior Resolutions to pay the interest on the Series 1974 Bonds; and (ii) the amount required to pay interest on the Series 2014 A Bonds.

(3) The Issuer shall next, each month, transfer from the Revenue Fund and simultaneously, on or before the due date thereof, remit (i) to the National Finance Office the amount required by the Prior Resolutions to pay the principal of the Series 1974 Bonds; (ii) to the Commission the amount required by Prior Resolutions to pay the principal of the Series 2004 A Bonds, Series 2006 A Bonds and Series 2009 A Bonds; and (iii) remit to the National Finance Office, commencing 24 months following the date of delivery of the Series 2014 A Bonds, the amount required to amortize the principal of the Series 2014 A Bonds.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) remit to the Depository Bank for deposit in the Reserve Account for the Series 1974 Bonds the amount required by Prior Resolution; (ii) remit to the Commission the amounts required by the Prior Resolutions to be deposited in the respective Reserve Accounts for the Series 2004 A Bonds, Series 2006 A Bonds and Series 2009 A Bonds; and (iii) beginning on the date specified by the purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission, for deposit in the Series 2014 A Bonds Reserve Account, an amount equal to 10% of the monthly payment amount, until the amount in the Series 2014 A Bonds Reserve Account equals the Series 2014 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2014 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2014 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2.5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Accounts (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum

extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

Whenever the money in the Series 2014 A Bonds Reserve Account shall be sufficient to prepay the Series 2014 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2014 A Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 2014 A Bonds Reserve Account. All amounts required for the Series 2014 A Bonds Reserve Account will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

The Revenue Fund shall constitute a Trust Fund and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Series 2014 A Bonds and the interest thereon, on a parity with the Prior Bonds.

The Series 2014 A Bonds Reserve Account shall constitute a trust fund and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Series 2014 A Bonds and the interest thereon.

If on any payment date the Revenues are insufficient to make the payments and transfers as hereinabove provided, the deficiency shall be made up in the subsequent payments and transfers in addition to those which would otherwise be required to be made on the subsequent payment dates.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2014 A Bonds and the Prior Bonds, in accordance with the respective principal amounts then Outstanding.

Subject to the Prior Resolutions, the Commission shall keep the monies in the Series 2014 A Bonds Reserve Account invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Bond Legislation shall, unless otherwise provided herein or required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia Board of Treasury Investments. Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings from monies in the Series 2014 A Bonds Reserve Account, so long as the Minimum Reserve is on deposit and maintained therein,

shall be paid annually by the Commission to the Issuer and deposited in the Revenue Fund.

C. CHANGE OF DEPOSITORY BANK. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Series 2014 A Bonds, provide evidence of bona fide users upon the System on completion, in full compliance with the requirements and conditions of the Purchaser.

E. CHARGES AND FEES. The Issuer shall remit from the Revenue Fund to the Depository Bank and the Commission such additional sums as shall be necessary to pay the charges and fees of the Depository Bank or the Commission then due.

F. INVESTMENT OF EXCESS BALANCES. The monies in excess of the sum insured by FDIC in any of such funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State of West Virginia.

G. REMITTANCES. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

H. GROSS REVENUES. The Gross Revenues of the System shall only be used for purposes of the System.

ARTICLE V

GENERAL COVENANTS, ETC.

Section 5.01. General Statement. So long as the Series 2014 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2014 A Bonds Reserve Account, sums sufficient to prepay the entire principal of the Series 2014 A Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Holder of the Series 2014 A Bonds.

Section 5.02. Rates. Prior to the issuance of the Series 2014 A Bonds, the Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as (i) so long as the Series 1974 Bonds or Series 2014 A Bonds are Outstanding, will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the maximum annual debt service on the Series 2014 A Bonds and sufficient to make the payments required herein into all funds and accounts and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes; and (ii) so long as the Series 2004 A Bonds, Series 2006 A Bonds or Series 2009 A Bonds are Outstanding to provide for all reasonable expenses of operation, repair, maintenance of the System and to leave a balance each Fiscal Year equal to at least 115% of the maximum amount required in any Fiscal Year for the payment of principal of and interest on the Bonds and all other obligations secured by or payable from such revenues; provided, that in the event that an amount equal to or in excess of the reserve requirements for the Bonds prior to or on a parity with the Bonds are funded at least at the requirement therefor, such balance each Fiscal Year need only equal at least 110% of the maximum amount required in any Fiscal year for the payment of principal of and interest on the Bonds and all other obligations secured by or payable from such revenues.

Section 5.03. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System or any part thereof, except as provided in the Prior Resolutions. The System will not be sold without the prior written consent of the Purchaser so long as the Series 2014 A Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No additional Parity Bonds or obligations payable out of any of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser. No Parity Bonds shall be issued after issuance of the Series 2014 A Bonds unless the provisions contained in the Prior Resolution respecting issuance of Parity Bonds have been satisfied.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2014 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions, extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

So long as the Series 2014 A Bonds or the Series 1974 Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

(1) The Bonds Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Series 2014 A Bonds and Series 1974 Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the Series 2014 A Bonds and the Series 1974 Bonds are no longer outstanding, the following parity requirement shall be met:

So long as the Series 2004 A Bonds, Series 2006 A Bonds or Series 2009 A Bonds are outstanding, no Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the Issuer, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2014 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2014 A Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the Issuer then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Series 2014 A Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) PUBLIC LIABILITY INSURANCE, with limits of not less than $500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than $200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Series 2014 A Bonds.

(c) VEHICULAR PUBLIC LIABILITY INSURANCE, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than $500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than $200,000 to protect the Issuer from claims for damage to property

of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF THE DISTRICT ELIGIBLE THEREFOR AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) FLOOD INSURANCE to be procured, to the extent available at reasonable cost to the Issuer; however, if the System is located in a community which has been notified as having special flood or mudslide prone areas, flood insurance must be obtained.

(f) FIDELITY BONDS will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in such amount as may be requested by the Purchaser from time to time.

(g) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Series 2014 A Bonds are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 5.06. Statutory Mortgage Lien. For the further protection of the Holder of the Series 2014 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, on a parity with the Prior Bonds, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Series 2014 A Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) Failure to make payment of any monthly amortization installment upon the Series 2014 A Bonds at the date specified for payment thereof;

(b) Failure to duly and punctually observe or perform any of the covenants, conditions and agreements on the part of the Issuer

contained in the Series 2014 A Bonds or herein, or violation of or failure to observe any provision of any pertinent law; and

(c) If a default occurs with respect to the Prior Bonds or the Prior Resolutions.

Section 5.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

Upon application by the Purchaser, such court may, upon proof of such default, appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct; provided, that all rights and remedies of the Holders of the Prior Bonds shall be on a parity with the Series 2014 A Bonds.

Section 5.09. Fiscal Year; Budget. While the Series 2014 A Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 5.11. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Secretary on the date of adoption hereof, subject to permitted changes.

Section 5.12. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.13. Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Series 2014 A Bonds are outstanding.

Section 5.14. No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation, public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

ARTICLE VI

RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules.

A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in the Recommended Decision entered on September 23, 2013 which became a Final Order on October 13, 2013 of the Public Service Commission of West Virginia in Case No. 13-0793-PWD-CN and are incorporated herein by reference as a part hereof.

B. There shall not be any discrimination or differential in rates between customers in similar circumstances.

C. All delinquent fees, rates and charges for services or facilities of the System shall be liens on the premises served of equal degree, rank and priority with the lien on such premises of state, county, school and municipal taxes, as provided in the Act. The Issuer shall have all remedies and powers provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges.

D. The Issuer will not render or cause to be rendered any free services of any nature by the System nor any of the facilities; and in the event that the Issuer or any department, agency, officer or employee thereof should avail itself or themselves of the services or facilities of the System, the same fees, rates and charges applicable to other customers receiving like services under similar circumstances shall be charged, such charges shall be paid as they accrue, and revenues so received shall be deposited and accounted for in the same manner as other Revenues of the System.

E. The Issuer may require any applicant for any service by the System to deposit a reasonable and equitable amount to insure payment of all charges for the services rendered by the System, which deposit shall be handled and disposed of under the applicable rules and regulations of the Public Service Commission of West Virginia.

F. The Issuer, to the extent permitted by law, will not accept payment of any water bill from a customer served with water and sewer services by the Issuer without payment at the same time of a sewer bill owed by such customer for the same premises.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Series 2014 A Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 2014 A Bonds, the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2014 A Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Except through such direct payment to the Holder of the Series 2014 A Bonds, the Issuer may not defease the Series 2014 A Bonds or otherwise provide for payment thereof by escrow or like manner.

Section 7.02. Modification or Amendment. The Bond Legislation may not be modified or amended after final passage without the prior written consent of the Purchaser.

Section 7.03. Delivery of Bonds. The Chairman and Secretary of the Governing Body are hereby authorized and directed to cause the Series 2014 A Bonds, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 7.04. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 2014 A Bonds.

Section 7.05. Conflicting Provisions Repealed. The Prior Resolutions and all parts thereof not expressly hereby changed shall continue in full force and effect and this Bond Legislation shall be supplemental to the Prior Resolutions.

All resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this Section shall not be applicable to the Loan Resolution (Form FmHA 442-47) or the Prior Resolutions.

Section 7.06. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 7.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

[Remainder of Page Intentionally Blank]

Section 7.08. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 3rd day of December, 2014.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT on the 3rd day of December, 2014.

Dated: December 5, 2014.

[SEAL]

Secretary

352650.00008

SPECIMEN

UNITED STATES OF AMERICA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2014 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

$4,000,000

No. AR-1 Date: December 5, 2014

FOR VALUE RECEIVED, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of FOUR MILLION DOLLARS ($4,000,000), plus interest on the unpaid principal balance at the rate of 3.375% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing January 5, 2015 (30 days following delivery of the Bond) and continuing on the 5th day of each month to and including December 5, 2016 (the first 24 months after the date hereof), and commencing January 5, 2017; monthly payments of $15,600, covering principal and interest shall be paid on the 5th day of each month to and including December 5, 2054, (40 years from the date of this Bond) provided that the final payment shall be in the sum of the unpaid principal and interest due on the date thereof. Prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the

payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Resolutions and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the West Virginia Code, as amended (the "Act"), and a Resolution of the Borrower duly adopted December 3, 2014, authorizing issuance of this Bond (the "Resolution").

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be

subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S:

(I) WATER REVENUE BONDS, SERIES 1974 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED MAY 27, 1976, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $305,000 (THE "SERIES 1974 BONDS");

(II) WATER REVENUE BONDS, SERIES 2004 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JULY 27, 2004, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $703,000 (THE "SERIES 2004 A BONDS");

(III) WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 29, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,250,000 (THE "SERIES 2006 A BONDS); AND

(IV) WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 16, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,500,000 (THE "SERIES 2009 A BONDS), (COLLECTIVELY, THE "PRIOR BONDS").

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

[CORPORATE SEAL]

Chairman, Public Service Board

ATTEST:

Secretary, Public Service Board

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$329,800	12/05/2014	(19)		
(2)			(20)		
(3)			(21)		
(4)			(22)		
(5)			(23)		
(6)			(24)		
(7)			(25)		
(8)			(26)		
(9)			(27)		
(10)			(28)		
(11)			(29)		
(12)			(30)		
(13)			(31)		
(14)			(32)		
(15)			(33)		
(16)			(34)		
(17)			(35)		
(18)			(36)		

TOTAL $_____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20___.

_____

In the presence of:

_____

Attachment No. 7

W. VA. CODE § 16-13A-9(a)(2)(A)-(G)

West's Annotated Code of West Virginia
Chapter 16. Public Health
Article 13a. Public Service Districts

W. Va. Code, § 16-13A-9

§ 16-13A-9. Rules; service rates and charges; discontinuance of service; required water and sewer connections; lien for delinquent fees

Effective: June 5, 2020
Currentness

(a)(1) The board may make, enact, and enforce all needful rules in connection with the acquisition, construction, improvement, extension, management, maintenance, operation, care, protection, and the use of any public service properties owned or controlled by the district. The board shall establish, in accordance with this article, rates, fees, and charges for the services and facilities it furnishes, which shall be sufficient at all times, notwithstanding the provisions of any other law or laws, to pay the cost of maintenance, operation, and depreciation of the public service properties and principal of and interest on all bonds issued, other obligations incurred under the provisions of this article, and all reserve or other payments provided for in the proceedings which authorized the issuance of any bonds under this article. The schedule of the rates, fees, and charges may be based upon:

(A) The consumption of water or gas on premises connected with the facilities, taking into consideration domestic, commercial, industrial, and public use of water and gas;

(B) The number and kind of fixtures connected with the facilities located on the various premises;

(C) The number of persons served by the facilities;

(D) Any combination of paragraphs (A), (B), and (C) of this subdivision; or

(E) Any other basis or classification which the board may determine to be fair and reasonable, taking into consideration the location of the premises served and the nature and extent of the services and facilities furnished. However, no rates, fees, or charges for stormwater services may be assessed against highways, road, and drainage easements or stormwater facilities constructed, owned, or operated by the West Virginia Division of Highways.

(2) The board of a public service district with at least 4,500 customers and annual combined gross revenue of $3 million providing water or sewer service separately or in combination may make, enact, and enforce all needful rules in connection with the enactment or amendment of rates, fees, and charges of the district. At a minimum, these rules shall provide for:

(A) Adequate prior public notice of the contemplated rates, fees, and charges by causing a notice of intent to effect such a change to be provided to the customers of the district for the month immediately preceding the month in which the contemplated change is to be considered at a hearing by the board. The notice shall include a statement that a change in rates, fees, and charges is being considered, the time, date, and location of the hearing of the board at which the change will be considered and that the

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proposed rates, fees, and charges are on file at the office of the district for review during regular business hours. The notice shall be printed on, or mailed with, the monthly billing statement, or provided in a separate mailing.

(B) Adequate prior public notice of the contemplated rates, fees, and charges by causing to be published, after the first reading and approval of a resolution of the board considering the revised rates, fees, and charges but not less than one week prior to the public hearing of the board on the resolution, as a Class I legal advertisement, of the proposed action, in compliance with the provisions of § 59-3-1 *et seq.* of this code. The publication area for publication shall be all territory served by the district. If the district provides service in more than one county, publication shall be made in a newspaper of general circulation in each county that the district provides service.

(C) The public notice of the proposed action shall summarize the current rates, fees, and charges and the proposed changes to said rates, fees, and charges; the date, time, and place of the public hearing on the resolution approving the revised rates, fees, and charges and the place or places within the district where the proposed resolution approving the revised rates, fees, and charges may be inspected by the public. A reasonable number of copies of the proposed resolution shall be kept at the place or places and be made available for public inspection. The notice shall also advise that interested parties may appear at the public hearing before the board and be heard with respect to the proposed revised rates, fees, and charges.

(D) The resolution proposing the revised rates, fees, and charges shall be read at two meetings of the board with at least two weeks intervening between each meeting. The public hearing may be conducted by the board prior to, or at, the meeting at which the resolution is considered for adoption on the second reading.

(E) Rates, fees, and charges approved by resolution of the board shall be forwarded in writing to the county commission with the authority to appoint the members of the board. The county commission shall publish notice of the proposed revised rates, fees, and charges by a Class I legal advertisement in compliance with the provisions of § 59-3-1 *et seq.* of this code. Within 45 days of receipt of the proposed rates, fees, and charges, the county commission shall take action to approve, modify, or reject the proposed rates, fees, and charges, in its sole discretion. If, after 45 days, the county commission has not taken final action to approve, modify, or reject the proposed rates, fees, and charges, as presented to the county commission, shall be effective with no further action by the board or county commission. In any event, this 45-day period shall be mandatory unless extended by the official action of both the board proposing the rates, fees, and charges, and the appointing county commission.

(F) Enactment of the proposed or modified rates, fees, and charges shall follow an affirmative vote by the county commission and shall be effective no sooner than 45 days following action. The 45-day waiting period may be waived by public vote of the county commission only if the commission finds and declares the district to be in financial distress such that the 45-day waiting period would be detrimental to the ability of the district to deliver continued and compliant public services.

(G) The public service district, or a customer aggrieved by the changed rates or charges who presents to the circuit court a petition signed by at least 750 customers or 25 percent of the customers served by the public service district, whichever is fewer, when dissatisfied by the approval, modification, or rejection by the county commission of the proposed rates, fees, and charges under the provisions of this subdivision may file a complaint regarding the rates, fees, and charges resulting from the action of, or failure to act by, the county commission in the circuit court of the county in which the county commission sits: *Provided*, That any complaint or petition filed hereunder shall be filed within 30 days of the county commission's final action approving, modifying, or rejecting the rates, fees, and charges, or the expiration of the 45-day period from the receipt by the county commission, in writing, of the rates, fees, and charges approved by resolution of the board, without final action by the county commission to approve, modify, or reject the rates, fees, and charges, and the circuit court shall resolve the complaint: *Provided, however*, That the rates, fees, and charges so fixed by the county commission, or those adopted by the district upon

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which the county commission failed to act, shall remain in full force and effect, until set aside, altered, or amended by the circuit court in an order to be followed in the future.

(3) Where water, sewer, stormwater, or gas services, or any combination thereof, are all furnished to any premises, the schedule of charges may be billed as a single amount for the aggregate of the charges. The board shall require all users of services and facilities furnished by the district to designate on every application for service whether the applicant is a tenant or an owner of the premises to be served. If the applicant is a tenant, he or she shall state the name and address of the owner or owners of the premises to be served by the district. Notwithstanding the provisions of § 24-3-8 of this code to the contrary, all new applicants for service shall deposit the greater of a sum equal to two twelfths of the average annual usage of the applicant's specific customer class or $50 with the district to secure the payment of service rates, fees, and charges in the event they become delinquent as provided in this section. If a district provides both water and sewer service, all new applicants for service shall deposit the greater of a sum equal to two twelfths of the average annual usage for water service or $50 and the greater of a sum equal to two twelfths of the average annual usage for wastewater service of the applicant's specific customer class or $50. In any case where a deposit is forfeited to pay service rates, fees, and charges which were delinquent at the time of disconnection or termination of service, no reconnection or reinstatement of service may be made by the district until another deposit equal to the greater of a sum equal to two twelfths of the average usage for the applicant's specific customer class or $50 has been remitted to the district. After 12 months of prompt payment history, the district shall return the deposit to the customer or credit the customer's account at a rate as the Public Service Commission may prescribe: *Provided*, That where the customer is a tenant, the district is not required to return the deposit until the time the tenant discontinues service with the district. Whenever any rates, fees, rentals, or charges for services or facilities furnished remain unpaid for a period of 20 days after the same become due and payable, the user of the services and facilities provided is delinquent and the user is liable at law until all rates, fees, and charges are fully paid. The board may, under reasonable rules promulgated by the Public Service Commission, shut off and discontinue water or gas services to all delinquent users of either water or gas facilities, or both, 10 days after the water or gas services become delinquent: *Provided, however*, That nothing contained within the rules of the Public Service Commission may be considered to require any agents or employees of the board to accept payment at the customer's premises in lieu of discontinuing service for a delinquent bill.

(b) If any publicly or privately owned utility, city, incorporated town, other municipal corporation or other public service district included within the district owns and operates separate water facilities, sewer facilities, or stormwater facilities, and the district owns and operates another kind of facility, either water or sewer, or both, as the case may be, then the district and the publicly or privately owned utility, city, incorporated town or other municipal corporation or other public service district shall covenant and contract with each other to shut off and discontinue the supplying of water service for the nonpayment of sewer or stormwater service fees and charges: *Provided*, That any contracts entered into by a public service district pursuant to this section shall be submitted to the Public Service Commission for approval. Any public service district which provides water and sewer service, water and stormwater service or water, sewer, and stormwater service has the right to terminate water service for delinquency in payment of water, sewer, or stormwater bills. Where one public service district is providing sewer service and another public service district or a municipality included within the boundaries of the sewer or stormwater district is providing water service and the district providing sewer or stormwater service experiences a delinquency in payment, the district or the municipality included within the boundaries of the sewer or stormwater district that is providing water service, upon the request of the district providing sewer or stormwater service to the delinquent account, shall terminate its water service to the customer having the delinquent sewer or stormwater account: *Provided, however*, That any termination of water service must comply with all rules and orders of the Public Service Commission: *Provided further*, That nothing contained within the rules of the Public Service Commission shall be deemed to require any agents or employees of the public service districts to accept payment at the customer's premises in lieu of discontinuing service for a delinquent bill.

(c) Any district furnishing sewer facilities within the district may require or may, by petition to the circuit court of the county in which the property is located, compel or may require the Bureau for Public Health to compel all owners, tenants, or occupants

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of any houses, dwellings, and buildings located near any sewer facilities where sewage will flow by gravity or be transported by other methods approved by the Bureau for Public Health, including, but not limited to, vacuum and pressure systems, approved under the provisions of § 16-1-9 of this code, from the houses, dwellings, or buildings into the sewer facilities, to connect with and use the sewer facilities and to cease the use of all other means for the collection, treatment, and disposal of sewage and waste matters from the houses, dwellings, and buildings where there is gravity flow or transportation by any other methods approved by the Bureau for Public Health, including, but not limited to, vacuum and pressure systems, approved under the provisions of § 16-1-9 of this code and the houses, dwellings, and buildings can be adequately served by the sewer facilities of the district and it is declared that the mandatory use of the sewer facilities provided for in this subsection is necessary and essential for the health and welfare of the inhabitants and residents of the districts and of the state. If the public service district requires the property owner to connect with the sewer facilities even when sewage from dwellings may not flow to the main line by gravity and the property owner incurs costs for any changes in the existing dwellings' exterior plumbing in order to connect to the main sewer line, the public service district board shall authorize the district to pay all reasonable costs for the changes in the exterior plumbing, including, but not limited to, installation, operation, maintenance, and purchase of a pump or any other method approved by the Bureau for Public Health. Maintenance and operation costs for the extra installation should be reflected in the users charge for approval of the Public Service Commission. The circuit court shall adjudicate the merits of the petition by summary hearing to be held not later than 30 days after service of petition to the appropriate owners, tenants, or occupants.

(d) Whenever any district has made available sewer facilities to any owner, tenant, or occupant of any house, dwelling, or building located near the sewer facility and the engineer for the district has certified that the sewer facilities are available to and are adequate to serve the owner, tenant, or occupant and sewage will flow by gravity or be transported by other methods approved by the Bureau for Public Health from the house, dwelling, or building into the sewer facilities, the district may charge, and the owner, tenant, or occupant shall pay, the rates and charges for services established under this article only after 30 days' notice of the availability of the facilities has been received by the owner, tenant, or occupant. Rates and charges for sewage services shall be based upon actual water consumption or the average monthly water consumption based upon the owner's, tenant's, or occupant's specific customer class.

(e) The owner, tenant, or occupant of any real property may be determined and declared to be served by a stormwater system only after each of the following conditions is met: (1) The district has been designated by the Environmental Protection Agency as an entity to serve a West Virginia Separate Storm Sewer System community, as defined in 40 C. F. R. § 122.26; (2) the district's authority has been properly expanded to operate and maintain a stormwater system; (3) the district has made available a stormwater system where stormwater from the real property affects or drains into the stormwater system; and (4) the real property is located in the Municipal Separate Storm Sewer System's designated service area. It is further hereby found, determined, and declared that the mandatory use of the stormwater system is necessary and essential for the health and welfare of the inhabitants and residents of the district and of the state. The district may charge and the owner, tenant, or occupant shall pay the rates, fees, and charges for stormwater services established under this article only after 30 days' notice of the availability of the stormwater system has been received by the owner. An entity providing stormwater service shall provide a tenant a report of the stormwater fee charged for the entire property and, if appropriate, that portion of the fee to be assessed to the tenant.

(f) All delinquent fees, rates, and charges of the district for either water facilities, sewer facilities, gas facilities, or stormwater systems or stormwater management programs are liens on the premises served of equal dignity, rank, and priority with the lien on the premises of state, county, school, and municipal taxes. Nothing contained within the rules of the Public Service Commission may require agents or employees of the public service districts to accept payment at the customer's premises in lieu of discontinuing service for a delinquent bill. In addition to the other remedies provided in this section, public service districts are granted a deferral of filing fees or other fees and costs incidental to the bringing and maintenance of an action in magistrate court for the collection of delinquent water, sewer, stormwater, or gas bills. If the district collects the delinquent account, plus reasonable costs, from its customer or other responsible party, the district shall pay to the magistrate the normal filing fee and reasonable costs which were previously deferred. In addition, each public service district may exchange with

other public service districts a list of delinquent accounts: *Provided*, That an owner of real property may not be held liable for the delinquent rates or charges for services or facilities of a tenant, nor may any lien attach to real property for the reason of delinquent rates or charges for services or facilities of a tenant of the real property unless the owner has contracted directly with the public service district to purchase the services or facilities.

(g) Anything in this section to the contrary notwithstanding, any establishment, as defined in § 22-11-3 of this code, now or hereafter operating its own sewage disposal system pursuant to a permit issued by the Department of Environmental Protection, as prescribed by § 22-11-11 of this code, is exempt from the provisions of this section.

(h) Notwithstanding any code provision to the contrary, a public service district may accept payment for all fees and charges due, in the form of a payment by a credit or check card transaction or a direct withdrawal from a bank account. The public service district may set a fee to be added to each transaction equal to the charge paid by the public service district for use of the credit or check card or direct withdrawal by the payor. The amount of the fee shall be disclosed to the payor prior to the transaction and no other fees for the use of a credit or check card or direct withdrawal may be imposed upon the payor and the whole of the charge or convenience fee shall be borne by the payor: *Provided*, That to the extent a public service district desires to accept payments in the forms described in this subsection and does not have access to the equipment or receive the services necessary to do so, the public service district shall first obtain three bids for services and equipment necessary to affect the forms of transactions described in this subsection and use the lowest qualified bid received. Acceptance of a credit or check card or direct withdrawal as a form of payment shall comport with the rules and requirements set forth by the credit or check card provider or banking institution.

Credits

Acts 1953, c. 147; Acts 1965, c. 134; Acts 1980, c. 60; Acts 1981, c. 124; Acts 1986, c. 81; Acts 1989, c. 174; Acts 1994, c. 61; Acts 2002, c. 272, eff. 90 days after March 9, 2002; Acts 2003, c. 183, eff. 90 days after March 8, 2003; Acts 2008, c. 202, eff. March 8, 2008; Acts 2010, c. 201, eff. June 11, 2010; Acts 2015, c. 196, eff. June 12, 2015; Acts 2017, c. 161, eff. July 7, 2017; Acts 2018, c. 219, eff. March 10, 2018; Acts 2020, c. 347, eff. June 5, 2020.

Notes of Decisions (12)

W. Va. Code, § 16-13A-9, WV ST § 16-13A-9

Current with legislation of the 2023 Regular Session approved through February 5, 2023. Some statute sections may be more current, see credits for details.

End of Document

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Attachment No. 8

W. VA. CODE § 24-1-1(k)

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Annotated Code of West Virginia
Chapter 24. Public Service Commission
Article 1. General Provisions (Refs & Annos)

W. Va. Code, § 24-1-1

§ 24-1-1. Legislative purpose and policy; plan for internal reorganization; promulgation of plan as rule; cooperation with Joint Committee on Government and Finance

Effective: June 12, 2015
Currentness

(a) It is the purpose and policy of the Legislature in enacting this chapter to confer upon the Public Service Commission of this state the authority and duty to enforce and regulate the practices, services and rates of public utilities in order to:

(1) Ensure fair and prompt regulation of public utilities in the interest of the using and consuming public;

(2) Provide the availability of adequate, economical and reliable utility services throughout the state;

(3) Encourage the well-planned development of utility resources in a manner consistent with state needs and in ways consistent with the productive use of the state's energy resources, such as coal;

(4) Ensure that rates and charges for utility services are just, reasonable, applied without unjust discrimination or preference, applied in a manner consistent with the purposes and policies set forth in article two-a of this chapter and based primarily on the costs of providing these services;

(5) Encourage energy conservation and the effective and efficient management of regulated utility enterprises; and

(6) Encourage removal of artificial barriers to rail carrier service, stimulate competition, stimulate the free flow of goods and passengers throughout the state and promote the expansion of the tourism industry, thereby improving the economic condition of the state.

(b) The Legislature creates the Public Service Commission to exercise the legislative powers delegated to it. The Public Service Commission is charged with the responsibility for appraising and balancing the interests of current and future utility service customers, the general interests of the state's economy and the interests of the utilities subject to its jurisdiction in its deliberations and decisions.

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(c) The Legislature directs the Public Service Commission to identify, explore and consider the potential benefits or risks associated with emerging and state-of-the-art concepts in utility management, rate design and conservation. The commission may conduct inquiries and hold hearings regarding such concepts in order to provide utilities subject to its jurisdiction and other interested persons the opportunity to comment and shall report to the Governor and the Legislature regarding its findings and policies to each of these areas not later than the first day of the regular session of the Legislature in the year 1985, and every two years thereafter.

(d) It is legislative policy to ensure that the Legislature and the general public become better informed regarding the regulation of public utilities in this state and the conduct of the business of the Public Service Commission. To aid in the achievement of this policy, the Public Service Commission annually shall present to the Joint Committee on Government and Finance, created by article three, chapter four of this code, or a subcommittee designated by the joint committee, a management summary report which describes in a concise manner:

(1) The major activities of the commission for the year especially as such activities relate to the implementation of the provisions of this chapter;

(2) Important policy decisions reached and initiatives undertaken during the year;

(3) The current balance of supply and demand for natural gas and electric utility services in the state and forecast of the probable balance for the next ten years; and

(4) Other information considered by the commission to be important including recommendations for statutory reform and the reasons for such recommendations.

(e) In addition to any other studies and reports required to be conducted and made by the Public Service Commission pursuant to any other provision of this section, the commission shall study and initially report to the Legislature no later than the first day of the regular session of the Legislature in the year 1980 upon:

(1) The extent to which natural gas wells or wells heretofore supplying gas utilities in this state have been capped off or shut in; the number of such wells; their probable extent of future production and the reasons given and any justification for capping off or shutting in such wells; the reasons, if any, why persons engaged or heretofore engaged in the development of gas wells in this state or the Appalachian areas have been discouraged from drilling, developing or selling the production of such wells; and whether there are fixed policies by any utility or group of utilities to avoid the purchase of natural gas produced in the Appalachian region of the United States generally and in West Virginia specifically.

(2) The extent of the export and import of natural gas utility supplies in West Virginia.

(3) The cumulative effect of the practices mentioned in subdivisions (1) and (2) of this subsection upon rates theretofore and hereafter charged gas utility customers in West Virginia. In carrying out the provisions of this section the commission shall have jurisdiction over such persons, whether public utilities or not, as may be in the opinion of the commission necessary to the exercise of its mandate and may compel attendance before it, take testimony under oath and compel the production of papers

or other documents. Upon reasonable request by the commission, all other state agencies shall cooperate with the commission in carrying out the provisions and requirements of this subsection.

(f) No later than the first day of the regular session of the Legislature in the year 1980, the Public Service Commission shall submit to the Legislature a plan for internal reorganization which plan shall specifically address the following:

(1) A division within the Public Service Commission which shall include the office of the commissioners, the hearing examiners and such support staff as may be necessary to carry out the functions of decisionmaking and general supervision of the commission, which functions shall not include advocacy in cases before the commission;

(2) The creation of a division which shall act as an advocate for the position of and in the interest of all customers;

(3) The means and procedures by which the division to be created pursuant to the provisions of subdivision (2) of this subsection shall protect the interests of each class of customers and the means by which the commission will assure that such division will be financially and departmentally independent of the division created by subdivision (1) of this subsection;

(4) The creation of a division within the Public Service Commission which shall assume the duties and responsibilities now charged to the commissioners with regard to motor carriers which division shall exist separately from those divisions set out in subdivisions (1) and (2) of this subsection and which shall relieve the commissioners of all except minimal administrative responsibilities as to motor carriers and which plan shall provide for a hearing procedure to relieve the commissioners from hearing motor carrier cases;

(5) Which members of the staff of the Public Service Commission shall be exempted from the salary schedules or pay plan adopted by the Civil Service Commission and identify such staff members by job classification or designation, together with the salary or salary ranges for each such job classification or designation;

(6) The manner in which the commission will strengthen its knowledge and independent capacity to analyze key conditions and trends in the industries it regulates extending from general industry analysis and supply-demand forecasting to continuing and more thorough scrutiny of the capacity planning, construction management, operating performance and financial condition of the major companies within these industries.

Such plan shall be based on the concept that each of the divisions mentioned in subdivisions (1), (2) and (4) of this subsection shall exist independently of the others and the plan shall discourage ex parte communications between them by such means as the commission shall direct, including, but not limited to, separate clerical and professional staffing for each division. Further, the Public Service Commission is directed to incorporate within the said plan to the fullest extent possible the recommendations presented to the subcommittee on the Public Service Commission of the Joint Committee on Government and Finance in a final report dated February, 1979, and entitled A Plan for Regulatory Reform and Management Improvement.

The commission shall, before January 5, 1980, adopt said plan by order, which order shall promulgate the same as a rule of the commission to be effective upon the date specified in said order, which date shall be no later than December 31, 1980. Certified copies of such order and rule shall be filed on the first day of the 1980 regular session of the Legislature, by the chairman of the commission with the clerk of each house of the Legislature, the Governor and the Secretary of State. The chairman of the commission shall also file with the office of the Secretary of State the receipt of the clerk of each house and of the Governor, which receipt shall evidence compliance with this section.

Upon the filing of a certified copy of such order and rule, the clerk of each house of the Legislature shall report the same to their respective houses and the presiding officer thereof shall refer the same to appropriate standing committee or committees.

Within the limits of funds appropriated therefor, the rule of the Public Service Commission shall be effective upon the date specified in the order of the commission promulgating it unless an alternative plan be adopted by general law or unless the rule is disapproved by a concurrent resolution of the Legislature adopted prior to adjournment sine die of the regular session of the Legislature to be held in the year 1980: *Provided*, That if such rule is approved in part and disapproved in part by a concurrent resolution of the Legislature adopted prior to such adjournment, such rule shall be effective to the extent and only to the extent that the same is approved by such concurrent resolution.

The rules promulgated and made effective pursuant to this section shall be effective notwithstanding any other provisions of this code for the promulgation of rules or regulations.

(g) The Public Service Commission is hereby directed to cooperate with the Joint Committee on Government and Finance of the Legislature in its review, examination and study of the administrative operations and enforcement record of the Railroad Safety Division of the Public Service Commission and any similar studies.

(h)(1) The Legislature hereby finds that rates for natural gas charged to customers of all classes have risen dramatically in recent years to the extent that such increases have adversely affected all customer classes. The Legislature further finds that it must take action necessary to mitigate the adverse consequences of these dramatic rate increases.

(2) The Legislature further finds that the practices of natural gas utilities in purchasing high-priced gas supplies, in purchasing gas supplies from out-of-state sources when West Virginia possesses abundant natural gas, and in securing supplies, directly or indirectly, by contractual agreements including take-or-pay provisions, indefinite price escalators or most-favored nation clauses have contributed to the dramatic increase in natural gas prices. It is therefore the policy of the Legislature to discourage such purchasing practices in order to protect all customer classes.

(3) The Legislature further finds that it is in the best interests of the citizens of West Virginia to encourage the transportation of natural gas in intrastate commerce by interstate or intrastate pipelines or by local distribution companies in order to provide competition in the natural gas industry and in order to provide natural gas to consumers at the lowest possible price.

(i) The Legislature further finds that transactions between utilities and affiliates are a contributing factor to the increase in natural gas and electricity prices and tend to confuse consideration of a proper rate of return calculation. The Legislature therefore finds that it is imperative that the Public Service Commission have the opportunity to properly study the issue of proper rate of return for lengthy periods of time and to limit the return of a utility to a proper level when compared to return or profit that affiliates earn on transactions with sister utilities.

(j) The Legislature further finds that water and sewer utilities that are political subdivisions of the state providing separate or combined services and having at least four thousand five hundred customers and annual gross revenues of $3 million or more are most fairly and effectively regulated by the local governing body with respect to rates, borrowing and capital projects. Therefore, notwithstanding any contrary provisions of this section, the jurisdiction of the Public Service Commission over water and sewer utilities that are political subdivisions of the state is limited to that granted specifically in this code.

(k) The Legislature further finds that an adequate cash working capital fund is essential to allow water and sewer utilities that are political subdivisions of the state to deliver continuous and compliant service. Therefore, these utilities shall maintain a working capital reserve in an amount of no less than one eighth of actual annual operation and maintenance expense. This reserve shall be separate and distinct from and in addition to any repair and replacement fund that may be required by bond covenants.

Credits

Acts 1979, c. 98; Acts 1983, c. 186; Acts 1986, c. 145; Acts 2014, c. 152, eff. June 6, 2014; Acts 2015, c. 196, eff. June 12, 2015.

<Acts 1989, c. 29, changed the Civil Service Commission to the State Personnel Board. See § 29-6-9.>

Notes of Decisions (16)

W. Va. Code, § 24-1-1, WV ST § 24-1-1

Current with legislation of the 2023 Regular Session approved through February 5, 2023. Some statute sections may be more current, see credits for details.

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Attachment No. 9

Public Service Commission Annual Report Excerpts

Annual Report Section
Received By E-Filing on: 1/12/2022
AR Utility ID: 119
Class: A

WASTEWATER UTILITIES

(Class A & B)

ANNUAL REPORT
For Year Ended 2021
For

NAME OF UTILITY: GREATER HARRISON COUNTY PSD- SEWER DIVISION
PHYSICAL ADDRESS: PO BOX 190, WEST MILFORD, WV 26451-0190
MAILING ADDRESS: PO BOX 190, WEST MILFORD, WV 26451-0190

NAME OF MAYOR/ CHAIRPERSON/ PRESIDENT: JAMES L SCUDERE
PHYSICAL ADDRESS: PO BOX 190, WEST MILFORD, WV 26451-0190
E-MAIL ADDRESS: N/A

UTILITY CONTACT PERSON: WILLIAM HOOVER
TELEPHONE NO: 304-745-3134
E-MAIL ADDRESS BILL.GHPSD@GMAIL.COM

ACCOUNTING CONTACT PERSON: ZACK DOBBINS, CPA

ACCOUNTANT'S MAILING ADDRESS: 317 CLEVELAND AVENUE, FAIRMONT, WV 26554
TELEPHONE NO: 304-366-4295
E-MAIL ADDRESS ZACK@BDCPAS.NET

TO THE
PUBLIC SERVICE COMMISSION
OF
WEST VIRGINIA

FOR THE YEAR ENDED: 06/30/2021
Utility Class: A
Revision Date: 12/29/2021
Audit Report Filed Date:

Bennett & Dobbins PLLC

CERTIFIED PUBLIC ACCOUNTANTS

317 Cleveland Avenue
Fairmont, WV 26554-1604
Telephone: (304) 366-4295 Fax: (304) 366-4311

ZACHARY D. DOBBINS, CPA
PHILLIP J. NUCB, CPA

January 11, 2022

Board of Directors
Greater Harrison County PSD
West Milford, WV

Management is responsible for the accompanying financial statements of the Greater Harrison County PSD (a Government Entity), which compromise the balance sheets as of June 30,2021 and June 30, 2020, and the related statements of income, retained earnings, and cash flows for the years ended June 30,2021 and June 30, 2020, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the accompanying prescribed form.

Other Matters

The financial statements and the supplementary information included in the accompanying prescribed form are intended to comply with the regulatory basis requirements of the Public Service Commission of West Virginia and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use by those who are informed about such matters and is not intended to be and should not be used by any other parties.

Supplementary Information

The accompanying supplementary information contained in the Schedules of Public Service Commission of West Virginia Annual Report are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

We are not independent with respect to the Greater Harrison County PSD.

Bennett & Dobbins PLLC

Bennett & Dobbins PLLC
Fairmont, West Virginia

GREATER HARRISON COUNTY PSD- SEWER DIVISION	12/29/2021	06/30/2021

Utility Description Information

All data entered is for the Annual Report period.

Those cells that are not shaded require the utility to enter data .All others will be automatically filled in.

General Information

Name	GREATER HARRISON COUNTY PSD- SEWER DIVISION
Address	PO BOX 190, WEST MILFORD, WV 26451-0190
Areas Served County or counties :	HARRISON
Phone number	304-745-3134
Fax number	304-745-5327

Total number of full time employees:	Full Time Employees:	Contract Employees:
Field:	4.00	-
Customer Billing:	1.00	-
Administrative & General	1.00	-

Gross Annual Revenues	Gross Plant in Service	No. of Active customers
2,224,292	51,539,608	2,239

	# of Wastewater Systems	NPDES Permit Number(s)
Wastewater Systems:	9	

Number of : 1. Treatment Plants	2. Pumping Stations	3. Grinder Pumping Stations
9	37	195

Total treatment capacity in MGD's** **Million Gallons per Day	.6

Number of: 1.Vacuum stations	2. Miles of Gravity Collection Mains	3. Miles of Force Collection Mains
0	390	28

Number of permitted combined system overflows (CSO)	0

Annual Report Section
Received By E-Filing on: 1/7/2022
AR Utility ID: 378
Class: A

WATER UTILITIES

(Class A & B)

ANNUAL REPORT
For Year Ended 2021
For

NAME OF UTILITY: GREATER HARRISON COUNTY PSD- WATER DIVISION
PHYSICAL ADDRESS: PO BOX 190, WEST MILFORD, WV 26451-0190
MAILING ADDRESS: PO BOX 190, WEST MILFORD, WV 26451-0190

NAME OF MAYOR/ CHAIRPERSON/ PRESIDENT: JAMES L SCUDERE
PHYSICAL ADDRESS: PO BOX 190, WEST MILFORD, WV 26451-0190
E-MAIL ADDRESS: N/A

UTILITY CONTACT PERSON: WILLIAM HOOVER
TELEPHONE NO: 304-745-3463
E-MAIL ADDRESS: BILL.GHPSD@GMAIL.COM

ACCOUNTING CONTACT PERSON: ZACK DOBBINS, CPA

ACCOUNTANT'S MAILING ADDRESS: 317 CLEVELAND AVENUE, FAIRMONT, WV 26554
TELEPHONE NO: 304-366-4295
E-MAIL ADDRESS: ZACK@BDCPAS.NET

TO THE
PUBLIC SERVICE COMMISSION
OF
WEST VIRGINIA

FOR THE YEAR ENDED: 06/30/2021
Utility Class: A
Revision Date:
Audit Report Filed Date:

Bennett & Dobbins PLLC
CERTIFIED PUBLIC ACCOUNTANTS

317 Cleveland Avenue
Fairmont, WV 26554-1604
Telephone: (304) 366-4295 Fax: (304) 366-4311

ZACHARY D. DOBBINS, CPA
PHILLIP J. NUCE, CPA

January 7, 2022

Board of Directors
Greater Harrison County PSD
West Milford, WV

Management is responsible for the accompanying financial statements of the Greater Harrison County PSD (a Government Entity), which compromise the balance sheets as of June 30,2021 and June 30, 2020, and the related statements of income, retained earnings, and cash flows for the years ended June 30,2021 and June 30, 2020, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the accompanying prescribed form.

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We are not independent with respect to the Greater Harrison County PSD.

Bennett & Dobbins PLLC

Bennett & Dobbins PLLC
Fairmont, West Virginia

Utility Description Information

All data entered is for the Annual Report period. The cells that are outlined in black should have data entered into them.

Those cells that are shaded not require the utility to enter data since that data will be automatically picked up from

the Annual Report Data .

General Information

Name:	GREATER HARRISON COUNTY PSD- WATER DIVISION
Address:	PO BOX 190, WEST MILFORD, WV 26451-0190
Areas Served including County or counties:	LOST CREEK, MOUNT CLARE, QUIET DELL, VALLEY OF GOOD HOPE, HARRISON & LEWIS COUNTIES
Phone number:	304-745-3463
Fax number:	304-745-5327

Total number of full time employees:	Full Time Employees:	Contract Employees:
Field:	4.00	-
Customer Billing:	1.00	-
Administrative & General:	1.00	-

Gross Annual Revenues	Gross Plant in service	No. of Active Customers
2,139,532	15,284,155	3,490

	# of Water Systems	PWSID #'s
Water Systems	3	3301727-V6H, 3301713-LCMC, 3301719-QD

Number of : 1. Treatment plant	2. Storage Tanks	3. Booster Stations
0	9	7

Total storage capacity in M Gallons:	1.6
Total Treatment Capacity in MGD's**:	9
** Million Gallons per Day	
Miles of main line:	130.11

Utility Description

Attachment No. 10

City of Clarksburg Water Board and Town of Nutter Fort Water Rate Resolutions

11:54 AM JAN 31 2023 EXEC SEC DIV

AN ORDINANCE OF THE TOWN OF NUTTER FORT, WEST VIRGINIA, AMENDING THE SCHEDULE OF RATES AND CHARGES FOR THE SERVICES AND FACILITIES FURNISHED FOR THE CUSTOMERS OF THE WATER DISTRIBUTION SYSTEM OF THE TOWN OF NUTTER FORT BY INCREASING THE RATES AND CHARGES BY THE ESTABLISHMENT OF NEW RATES AND CHARGES

NOW, THEREFORE, BE IT HEREBY ENACTED BY THE TOWN COUNCIL OF NUTTER FORT, WEST VIRGINIA, AS FOLLOWS:

WHEREAS, Chapter 24, Article 2, Section 4b of the West Virginia State Code 1931, as amended, authorizes the fixing of all rates and charges of municipally operated utilities by the adoption of appropriate ordinances; and

WHEREAS, the Town of Nutter Fort provides potable water to its customers in the Town of Nutter Fort and to Greater Harrison Public Service District; and

WHEREAS, the present water rates or tariffs of the Town of Nutter Fort were established by that certain order of the Public Service Commission of West Virginia in P.S.C. W.VA. Tariff No. 28, issued by the Public Service Commission of West Virginia Tariff Office on September 28, 2021, for service rendered by the Town of Nutter Fort on or after September 24, 2021; and

WHEREAS, the Town of Nutter Fort has one source for the purchase of its water, that being the City of Clarksburg; and

WHEREAS, on November 29, 2022, the City of Clarksburg adopted an ordinance increasing the rate at which Nutter Fort purchases its water; and

WHEREAS, the Town of Nutter Fort is adopting the proposed rates due to the City of Clarksburg increasing the rate by which Nutter Fort purchases water annually; and

WHEREAS, the Town of Nutter Fort cannot absorb the increase in purchased water costs; and

WHEREAS, the Town of Nutter Fort finds it necessary to increase its rates due to the increase in purchased water costs from the City of Clarksburg and due a minimal increase in the operation and maintenance expenses of the water system.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE TOWN OF NUTTER FORT:

That the water rate schedules for customers of the water distribution system of the Town of Nutter Fort be amended to reflect the following new rates, which will go into effect for all bills rendered on or after the effective date:

11:54 AM JAN 31 2023 EXEC SEC DIV

SCHEDULE I

APPLICABILITY
Applicable within the entire territory served.

AVAILABILITY
Available for general domestic, commercial and industrial service

(I) RATES

(I)	First 2,000 gallons used per month	$ 14.32 per 1,000 gallons
(I)	Next 3,000 gallons used per month	$ 13.38 per 1,000 gallons
(I)	Next 15,000 gallons used per month	$ 9.80 per 1,000 gallons
(I)	All over 20,000 gallons used per month	$ 8.60 per 1,000 gallons

(I) MINIMUM CHARGE
No bill will be rendered for less than the following amounts, according to the size of the meter, to-wit:

5/8 x 3/4 inch meter	$ 28.64 per month
3/4 inch meter	$ 42.96 per month
1 inch meter	$ 71.60 per month
1- ½ inch meter	$ 143.20 per month
2 inch meter	$ 229.12 per month
3 inch meter	$ 458.24 per month
4 inch meter	$ 716.00 per month
6 inch meter	$ 1,432.00 per month

(I) Indicates increase in rates

SCHEDULE II

APPLICABILITY
Applicable within the entire territory served.

AVAILABILITY
Available for resale customers.

(I) RATES
$6.21 per 1,000 gallons used per month

(I) Indicates increase in rates

11:54 AM JAN 31 2023 EXEC SEC DIV

SECTION TWO: EFFECTIVE DATE

This Ordinance shall be effective forty five (45) days after final passage and the new rates will be effective for all bills rendered on or after the effective date.

SECTION THREE: SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this ordinance are separable, and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION FOUR: STATUTORY NOTICE AND PUBLIC HEARING

Following the first passage of this Ordinance, the Town Clerk shall cause to be published, as a Class I legal advertisement, a Notice of Proposed Ordinance and Public Hearing in *The Exponent Telegram*, a qualified newspaper of general circulation in Harrison County, West Virginia, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the Town Council on Tuesday, January 24, 2023, at 6:30 p.m., which date is not less than one week after the date of the publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the Town Clerk, Nutter Fort, West Virginia.

Passed by Council of the Town of Nutter Fort on FIRST READING on the 10th day of January, 2023.

Passed by Council of the Town of Nutter Fort on SECOND and FINAL READING on this 24th day of January, 2023.

MAYOR

ATTEST:

TOWN RECORDER

04:35 PM DEC 05 2022 EXEC SEC DIV

ORDINANCE NO. 2022-01

AN ORDINANCE SETTING FORTH THE RATES, FEES, AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATERWORKS SYSTEM OF THE CLARKSBURG WATER BOARD, HARRISON COUNTY, WEST VIRGINIA

BE IT ORDAINED by the Clarksburg Water Board that:

WHEREAS, Clarksburg City Charter § 27 grants the Clarksburg Water Board plenary power to "... fix, regulate and change rates and charges for water supplied to all customers"; and,

WHEREAS, the Clarksburg Water Board is a political subdivision of the State of West Virginia serving over 4,500 customers and with gross annual revenues of over $3 Million; and,

WHEREAS, accordingly, the Clarksburg Water Board may act to amend rates, fees, and charges to its customers, subject to the limited jurisdiction of the Public Service Commission of West Virginia (W.Va. Code 24-2-1(b); and;

WHEREAS, following duly noticed public hearing and deliberation, the Clarksburg Water Board finds that the increase in rates and charges described below are necessary to ensure continued quality public water service and compliance with federal and state laws and regulations.

THEREFORE, the Clarksburg Water Board - AMENDS its water service rates as follows:

Establishment. For the payment of the proper and reasonable expense of operation, repair, replacement, improvements, additions, betterments, extensions, and maintenance of the water system and for the payment of the sums required to pay the principal and interest of all water revenue bonds as the same become due, there is hereby established a schedule of just and equitable rates or charges for the use of and services rendered by the water system and works of the Clarksburg Water Board, a West Virginia public utility, which schedule of rates or charges, based upon the metered amount of water supplied the premises.

Rules and Regulations. Rules and Regulations for the government of water utilities adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by the Commission are hereby adopted by reference.

04:35 PM DEC 05 2022 EXEC SEC DIV

SCHEDULE OF RATES (PAGES 2 - 10)
EFFECTIVE FOR BILLS RENDERED ON OR AFTER
JANUARY 13, 2023

SCHEDULE NO. 1

APPLICABILITY

Applicable to entire territory serviced.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, industrial, and public authorities.

RATES

GALLONS METERED			
First	15,000 gallons used per month	$.827 per 100 gallons	$8.27 per 1,000 gallons
Next	210,000 gallons used per month	$.555 per 100 gallons	$5.55 per 1,000 gallons
All Over	225,000 gallons used per month	$.378 per 100 gallons	$3.78 per 1,000 gallons

Customers shall be billed at 100-gallon unit increments or 1,000-gallon unit increments. The Clarksburg Water Board will make this determination by meter type and/or size.

MINIMUM CHARGES

No bill will be rendered for less than the following amounts according to the size of the meter installed, to wit:

METER SIZE	MINIMUM CHARGE
5/8" Meter	$24.81 per month
1" Meter	$46.32 per month
1-1/2" Meter	$91.81 per month
2" Meter	$146.84 per month
3" Meter	$275.67 per month
4" Meter	$460.05 per month
6" Meter	$920.97 per month
8" Meter	$1,474.76 per month

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TEMPORARY SERVICE RATE

The minimum water charge for water for temporary uses shall be $5.00 per 1,000 gallons, plus the actual cost of making the service available.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RECONNECTION CHARGE

When water service has been disconnected for non-payment of a bill, fraudulent use of water, or at the request of a customer with seasonal usage, water service shall not be restored until all past due water bills and penalties have been paid in full and a reconnection charge in the amount of fifty dollars ($50.00) has been paid.

RETURNED CHECK CHARGE

When a check has been returned unpaid by the bank for any reason, the customer will be charged a fee equal to the actual charges incurred by the Clarksburg Water Board up to a maximum of twenty-five dollars ($25.00).

CUSTOMER DEPOSIT

When a new customer applies for water service, the customer must pay a deposit of forty-five dollars ($45.00). In the event that the customer terminates service, or the Clarksburg Water Board terminates service for nonpayment, any deposit held by the Clarksburg Water Board shall be applied to any outstanding amount owed by the customer.

COLLECTION FEE

In the event that the Clarksburg Water Board employs a collection agency to collect overdue water bills, the customer shall be charged the amount billed to the Clarksburg Water Board by the collection agency for its services.

PAYMENT COLLECTION FEE

In the event that an employee of the Clarksburg Water Board collects a payment from the customer at the customer's residence to avoid

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termination of water service, the customer shall be charged a fee of thirty-five dollars ($35.00), in addition to the amount of any delinquency.

AFTER-HOURS RECONNECTION FEE

The Clarksburg Water Board intends to reconnect any customer terminated for nonpayment during the next business day after full payment of outstanding water bills and reconnection charges. In the event that the customer requests reconnection after the normal business hours of the Clarksburg Water Board, and the Clarksburg Water Board is able to make the connection as requested, the customer shall be charged an after-hours reconnection fee of fifty dollars ($50.00), in addition to all other reconnection charges.

METER RE-READING FEE

The customer may request that the Clarksburg Water Board re-read the customer's water meter if the customer does not believe the meter reading was accurately performed. The customer may request a re-read of his/her meter every twelve (12) months at no charge to the customer. If the customer requests additional readings within any twelve (12) month period, and the reading or readings determine that the initial reading was accurate, the customer shall be charged twenty-five dollars ($25.00) for each additional reading. The customer shall not be charged if the initial reading was inaccurate by more than 5%.

LEAK INSPECTION FEE

The customer may request that the Clarksburg Water Board inspect the customer's service for leaks if the customer believes that he/she is entitled to a leak adjustment. The customer may request an inspection every twelve months at no charge to the customer. If the customer requests additional service inspections within any twelve (12) month period, the customer shall be charged twenty-five dollars ($25.00) for each additional inspection.

METER TEST FEE

The customer may request that the Clarksburg Water Board test the customer's water meter if the customer does not believe the meter is recording accurately. The customer may request a test of his/her meter every twelve months at no charge to the customer. If the customer requests additional tests within any twelve (12) month period, and the test determines that the meter was recording accurately, the customer shall be charged twenty-five dollars ($25.00) for each additional test. The customer shall not be charged if the meter was inaccurate by more than 5%.

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FEE FOR RE-INSTALLATION OF REMOVED METER

If a water meter is removed by the Clarksburg Water Board to prevent a customer from illegally obtaining water after the customer's service has been disconnected for nonpayment, the customer shall pay a meter re-installation fee of one hundred dollars ($100.00) before the meter is re-installed and water service is reinstated. This fee is in addition to any reconnection fees.

SCHEDULE NO. 2

AVAILABILITY OF SERVICE

Available for all water delivered to water utilities for resale.

RATE

Metered $3.57 per 1,000 gallons

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE NO. 3

APPLICABILITY

Applicable in the entire area serviced.

CHARGES FOR TAPPING MAINS

The person or corporation making an application for a service connection shall pay in advance to the Clarksburg Water Board for the permit and the furnishing of labor and material for (1) the service connection and pipe complete from the water main to the curb line, including the curb stop and box, or valve box, and (2) the meter installation, including the meter vault.

The charges for these items shall be as follows:

SIZE OF TAP	TOTAL CHARGE
3/4"	$700.00 or the actual cost; whichever is greater.
1"	$900.00 or the actual cost; whichever is greater.

For sizes larger than 1 inch, the charges will be equal to the actual cost of the installation. Upon receipt of an application for a service connection of a size larger than 1 inch, the Clarksburg Water Board will provide an estimate of the actual cost which amount must be deposited by the applicant in advance of the installation. Upon completion of the installation, a final statement of the actual installation cost will be prepared and submitted for payment to the applicant. The amount of payment due will be reduced by the amount of the advance deposit. In the event of an excess in the amount deposited over the actual cost, the amount of the excess will be refunded to the applicant.

SCHEDULE NO. 4

APPLICABILITY

Applicable in the entire territory serviced.

AVAILABILITY OF SERVICE

Available for private fire protection service

RATES

SIZE OF SERVICE	CHARGE PER MONTH
4"	$7.22
6"	$21.66
8"	$43.08

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE NO. 5

APPLICABILITY

Applicable in the entire territory serviced.

AVAILABILITY OF SERVICE

Available for public fire protection.

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RATE

For each public fire hydrant, an annual charge of two-hundred-sixty-five dollars ($265.00) per hydrant will be billed to the applicable public entity in equal monthly increments.

Revenues from these charges will go toward the maintenance, repair, and replacement of fire hydrants, and for the availability and/or usage of water to fight fires.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE NO. 6

APPLICABILITY

Applicable in the entire area served.

LEAK ADJUSTMENT RATE

$3.78 per 1,000 gallons. To be used when the bill reflects unusual consumption, which can be attributed to eligible leakage on the customer's side of the meter. This rate is to be applied to the excess consumption above the customer's historical average usage.

SCHEDULE NO. 7

APPLICABILITY

Applicable in the entire area served.

AVAILABILITY OF SERVICE

Available for Sewer Utilities who have entered an Inter-Governmental Agreement for the termination of delinquent sewer customers, customers who are Clarksburg Water Board water customers. The sewer utility will follow the notification guidelines for termination of service, as required by the West Virginia Public Service Commission and the inter-governmental agreement.

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RATES

The sewer utility will be charged the following fee:

$20.00 for termination, and

$20.00 for reconnection following payment and/or notification from the sewer utility that an appropriate payment arrangement has been reached.

SCHEDULE NO. 8

APPLICABILITY

Applicable in the entire area served.

BULK RATE FROM FIRE HYDRANT

Metered or Unmetered $5.00 per 1,000 gallons

HYDRANT METER DEPOSIT

Customers requiring the issuance of a hydrant meter will be required to pay a deposit for an amount equal to the replacement value of said hydrant meter. Once the hydrant meter is returned and inspected by staff to be in good condition, the deposit will be refunded to the customer.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE NO. 9

APPLICABILITY

Applicable in the entire territory served under this tariff, at the sole discretion of the Clarksburg Water Board, except in those service areas that do not meet the requirements set forth in Item 4 of "Availability" below.

AVAILABILITY

This tariff is available at the sole discretion of the Clarksburg Water Board to an existing customer that currently purchases water from the Clarksburg

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Water Board for resale and to a new applicant that produces a significant portion of the water that it provides to its customers and that:

(1) enters into a Service Agreement;

(2) during the original and any renewal terms of the Service Agreement, agrees to maintain a daily load factor satisfactory to the Clarksburg Water Board;

(3) has a viable competitive alternative to service from the Clarksburg Water Board or for the water that it produces and intends to select that alternative to the detriment of the Clarksburg Water Board and its other customers;

(4) seeks service in a service area of the Clarksburg Water Board in which Clarksburg Water Board has sufficient available treatment plant, transmission, and distribution capacity to (i) meet the agreed upon service under the Service Agreement and (ii) meet the Clarksburg Water Board's peak requirement in that area as well;

(5) agrees to take or pay for a specific level of monthly usage under this tariff as provided in the Service Agreement.

DOCUMENTATION AND SUPPORT FOR ELIGIBILITY FOR TARIFF

The Clarksburg Water Board will require documentation and support, to the Clarksburg Water Board's satisfaction, to establish eligibility for this tariff based on the existence of a competitive alternative to the Clarksburg Water Board's service. Such documentation and support must include, but is not limited to, an affidavit of the customer or new applicant or, if the customer or new applicant is a corporation, an affidavit of one or more of its officers, satisfactory accounting and engineering data or information from any contractor supporting the bona fide nature of the competitive alternative, or if the competitive alternative is another water supplier, evidence of the other supplier's capacity to provide water service and its commitment to provide water service at a specific contract or established tariff rate.

RATES

The rate(s) to be charged a qualifying customer or new applicant under this tariff will be as set forth in the Service Agreement, provided, however, that such rate(s): (1) shall not exceed the Maximum Rate of the Clarksburg Water Board's then-current Sale for Resale ("SFR") tariff as amended from time to time by the Clarksburg Water Board; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

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Maximum Rate: The Maximum Rate shall be the charges specified in the Clarksburg Water Board's SFR Rate Schedule.

Minimum Rate: The Minimum Rate shall be sufficient to recover: (1) the Production Cost of Water as defined herein: (2) the fixed costs (depreciation and pre-tax return), associated with all new facilities added to serve the customer; and (3) some portion of the fixed costs of the Clarksburg Water Board's other facilities. For purposes of this rider, the Production Cost of Water shall be the variable cost the Clarksburg Water Board incurs to produce additional treated water, which consists of expenses for electric power, chemicals, waste disposal, and purchased water.

Escalation Clause: The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices as measured every two years under the Service Agreement as reflected in the published Consumer Price Index as set forth in the publication Value Line.

FILING OF THE SERVICE AGREEMENT

The Service Agreement entered into between the Clarksburg Water Board and a qualifying existing customer or new applicant under this tariff shall be filed with the Commission pursuant within fifteen (15) days of its execution and shall become effective forty-five (45) days thereafter if no order of the Commission is entered disapproving said Agreement. If the Commission alters or amends the Service Agreement, the Clarksburg Water Board and the existing customer or new applicant shall not be required to perform thereunder unless the Clarksburg Water Board and the existing customer or new applicant each specifically agree to the altered or amended version of the Service Agreement.

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SCHEDULE OF RATES (PAGES 11 - 19)
EFFECTIVE FOR BILLS RENDERED ON OR AFTER
OCTOBER 15, 2023

SCHEDULE NO. 1

APPLICABILITY

Applicable to entire territory serviced.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, industrial, and public authorities.

RATES

GALLONS METERED			
First	15,000 gallons used per month	$.916 per 100 gallons	$9.16 per 1,000 gallons
Next	210,000 gallons used per month	$.615 per 100 gallons	$6.15 per 1,000 gallons
All Over	225,000 gallons used per month	$.419 per 100 gallons	$4.19 per 1,000 gallons

Customers shall be billed at 100-gallon unit increments or 1,000-gallon unit increments. The Clarksburg Water Board will make this determination by meter type and/or size.

MINIMUM CHARGES

No bill will be rendered for less than the following amounts according to the size of the meter installed, to wit:

METER SIZE	MINIMUM CHARGE
5/8" Meter	$27.48 per month
1" Meter	$51.30 per month
1-1/2" Meter	$101.69 per month
2" Meter	$162.64 per month
3" Meter	$305.34 per month
4" Meter	$509.56 per month
6" Meter	$1,020.08 per month
8" Meter	$1,633.47 per month

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TEMPORARY SERVICE RATE

The minimum water charge for water for temporary uses shall be $5.25 per 1,000 gallons, plus the actual cost of making the service available.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RECONNECTION CHARGE

When water service has been disconnected for non-payment of a bill, fraudulent use of water, or at the request of a customer with seasonal usage, water service shall not be restored until all past due water bills and penalties have been paid in full and a reconnection charge in the amount of fifty dollars ($50.00) has been paid.

RETURNED CHECK CHARGE

When a check has been returned unpaid by the bank for any reason, the customer will be charged a fee equal to the actual charges incurred by the Clarksburg Water Board up to a maximum of twenty-five dollars ($25.00).

CUSTOMER DEPOSIT

When a new customer applies for water service, the customer must pay a deposit of fifty dollars ($50.00). In the event that the customer terminates service, or the Clarksburg Water Board terminates service for nonpayment, any deposit held by the Clarksburg Water Board shall be applied to any outstanding amount owed by the customer.

COLLECTION FEE

In the event that the Clarksburg Water Board employs a collection agency to collect overdue water bills, the customer shall be charged the amount billed to the Clarksburg Water Board by the collection agency for its services.

PAYMENT COLLECTION FEE

In the event that an employee of the Clarksburg Water Board collects a payment from the customer at the customer's residence to avoid

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termination of water service, the customer shall be charged a fee of thirty-five dollars ($35.00), in addition to the amount of any delinquency.

AFTER-HOURS RECONNECTION FEE

The Clarksburg Water Board intends to reconnect any customer terminated for nonpayment during the next business day after full payment of outstanding water bills and reconnection charges. In the event that the customer requests reconnection after the normal business hours of the Clarksburg Water Board, and the Clarksburg Water Board is able to make the connection as requested, the customer shall be charged an after-hours reconnection fee of fifty dollars ($50.00), in addition to all other reconnection charges.

METER RE-READING FEE

The customer may request that the Clarksburg Water Board re-read the customer's water meter if the customer does not believe the meter reading was accurately performed. The customer may request a re-read of his/her meter every twelve (12) months at no charge to the customer. If the customer requests additional readings within any twelve (12) month period, and the reading or readings determine that the initial reading was accurate, the customer shall be charged twenty-five dollars ($25.00) for each additional reading. The customer shall not be charged if the initial reading was inaccurate by more than 5%.

LEAK INSPECTION FEE

The customer may request that the Clarksburg Water Board inspect the customer's service for leaks if the customer believes that he/she is entitled to a leak adjustment. The customer may request an inspection every twelve months at no charge to the customer. If the customer requests additional service inspections within any twelve (12) month period, the customer shall be charged twenty-five dollars ($25.00) for each additional inspection.

METER TEST FEE

The customer may request that the Clarksburg Water Board test the customer's water meter if the customer does not believe the meter is recording accurately. The customer may request a test of his/her meter every twelve (12) months at no charge to the customer. If the customer requests additional tests within any twelve (12) month period, and the test determines that the meter was recording accurately, the customer shall be charged twenty-five dollars ($25.00) for each additional test. The customer shall not be charged if the meter was inaccurate by more than 5%.

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FEE FOR RE-INSTALLATION OF REMOVED METER

If a water meter is removed by the Clarksburg Water Board to prevent a customer from illegally obtaining water after the customer's service has been disconnected for nonpayment, the customer shall pay a meter re-installation fee of one hundred dollars ($100.00) before the meter is re-installed and water service is reinstated. This fee is in addition to any reconnection fees.

SCHEDULE NO. 2

AVAILABILITY OF SERVICE

Available for all water delivered to water utilities for resale.

RATE

Metered $3.72 per 1,000 gallons

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE NO. 3

APPLICABILITY

Applicable in the entire area serviced.

CHARGES FOR TAPPING MAINS

The person or corporation making an application for a service connection shall pay in advance to the Clarksburg Water Board for the permit and the furnishing of labor and material for (1) the service connection and pipe complete from the water main to the curb line, including the curb stop and box, or valve box, and (2) the meter installation, including the meter vault.

The charges for these items shall be as follows:

SIZE OF TAP	TOTAL CHARGE
3/4"	$700.00 or the actual cost; whichever is greater.
1"	$900.00 or the actual cost; whichever is greater.

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For sizes larger than 1 inch, the charges will be equal to the actual cost of the installation. Upon receipt of an application for a service connection of a size larger than 1 inch, the Clarksburg Water Board will provide an estimate of the actual cost which amount must be deposited by the applicant in advance of the installation. Upon completion of the installation, a final statement of the actual installation cost will be prepared and submitted for payment to the applicant. The amount of payment due will be reduced by the amount of the advance deposit. In the event of an excess in the amount deposited over the actual cost, the amount of the excess will be refunded to the applicant.

SCHEDULE NO. 4

APPLICABILITY

Applicable in the entire territory serviced.

AVAILABILITY OF SERVICE

Available for private fire protection service

RATES

SIZE OF SERVICE	CHARGE PER MONTH
4"	$8.00
6"	$23.99
8"	$47.72

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE NO. 5

APPLICABILITY

Applicable in the entire territory serviced.

AVAILABILITY OF SERVICE

Available for public fire protection.

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RATE

For each public fire hydrant, an annual charge of two-hundred-seventy-five dollars ($275.00) per hydrant will be billed to the applicable public entity in equal monthly increments.

Revenues from these charges will go toward the maintenance, repair, and replacement of fire hydrants, and for the availability and/or usage of water to fight fires.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE NO. 6

APPLICABILITY

Applicable in the entire area served.

LEAK ADJUSTMENT RATE

$4.19 per 1,000 gallons. To be used when the bill reflects unusual consumption, which can be attributed to eligible leakage on the customer's side of the meter. This rate is to be applied to the excess consumption above the customer's historical average usage.

SCHEDULE NO. 7

APPLICABILITY

Applicable in the entire area served.

AVAILABILITY OF SERVICE

Available for Sewer Utilities who have entered an Inter-Governmental Agreement for the termination of delinquent sewer customers, customers who are Clarksburg Water Board water customers. The sewer utility will follow the notification guidelines for termination of service, as required by the West Virginia Public Service Commission and the inter-governmental agreement.

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RATES

The sewer utility will be charged the following fee:

$20.00 for termination, and

$20.00 for reconnection following payment and/or notification from the sewer utility that an appropriate payment arrangement has been reached.

SCHEDULE NO. 8

APPLICABILITY

Applicable in the entire area served.

BULK RATE FROM FIRE HYDRANT

Metered or Unmetered $5.25 per 1,000 gallons

HYDRANT METER DEPOSIT

Customers requiring the issuance of a hydrant meter will be required to pay a deposit for an amount equal to the replacement value of said hydrant meter. Once the hydrant meter is returned and inspected by staff to be in good condition, the deposit will be refunded to the customer.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE NO. 9

APPLICABILITY

Applicable in the entire territory served under this tariff, at the sole discretion of the Clarksburg Water Board, except in those service areas that do not meet the requirements set forth in Item 4 of "Availability" below.

AVAILABILITY

This tariff is available at the sole discretion of the Clarksburg Water Board to an existing customer that currently purchases water from the Clarksburg

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Water Board for resale and to a new applicant that produces a significant portion of the water that it provides to its customers and that:

(1) enters into a Service Agreement;

(2) during the original and any renewal terms of the Service Agreement, agrees to maintain a daily load factor satisfactory to the Clarksburg Water Board;

(3) has a viable competitive alternative to service from the Clarksburg Water Board or for the water that it produces and intends to select that alternative to the detriment of the Clarksburg Water Board and its other customers;

(4) seeks service in a service area of the Clarksburg Water Board in which Clarksburg Water Board has sufficient available treatment plant, transmission, and distribution capacity to (i) meet the agreed upon service under the Service Agreement and (ii) meet the Clarksburg Water Board's peak requirement in that area as well;

(5) agrees to take or pay for a specific level of monthly usage under this tariff as provided in the Service Agreement.

DOCUMENTATION AND SUPPORT FOR ELIGIBILITY FOR TARIFF

The Clarksburg Water Board will require documentation and support, to the Clarksburg Water Board's satisfaction, to establish eligibility for this tariff based on the existence of a competitive alternative to the Clarksburg Water Board's service. Such documentation and support must include, but is not limited to, an affidavit of the customer or new applicant or, if the customer or new applicant is a corporation, an affidavit of one or more of its officers, satisfactory accounting and engineering data or information from any contractor supporting the bona fide nature of the competitive alternative, or if the competitive alternative is another water supplier, evidence of the other supplier's capacity to provide water service and its commitment to provide water service at a specific contract or established tariff rate.

RATES

The rate(s) to be charged a qualifying customer or new applicant under this tariff will be as set forth in the Service Agreement, provided, however, that such rate(s): (1) shall not exceed the Maximum Rate of the Clarksburg Water Board's then-current Sale for Resale ("SFR") tariff as amended from time to time by the Clarksburg Water Board; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

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Maximum Rate: The Maximum Rate shall be the charges specified in the Clarksburg Water Board's SFR Rate Schedule.

Minimum Rate: The Minimum Rate shall be sufficient to recover: (1) the Production Cost of Water as defined herein: (2) the fixed costs (depreciation and pre-tax return), associated with all new facilities added to serve the customer; and (3) some portion of the fixed costs of the Clarksburg Water Board's other facilities. For purposes of this rider, the Production Cost of Water shall be the variable cost the Clarksburg Water Board incurs to produce additional treated water, which consists of expenses for electric power, chemicals, waste disposal, and purchased water.

Escalation Clause: The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices as measured every two years under the Service Agreement as reflected in the published Consumer Price Index as set forth in the publication Value Line.

FILING OF THE SERVICE AGREEMENT

The Service Agreement entered into between the Clarksburg Water Board and a qualifying existing customer or new applicant under this tariff shall be filed with the Commission pursuant within fifteen (15) days of its execution and shall become effective forty-five (45) days thereafter if no order of the Commission is entered disapproving said Agreement. If the Commission alters or amends the Service Agreement, the Clarksburg Water Board and the existing customer or new applicant shall not be required to perform thereunder unless the Clarksburg Water Board and the existing customer or new applicant each specifically agree to the altered or amended version of the Service Agreement.

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EFFECTIVE DATE

The rates, charges, and penalties provided herein shall become effective forty-five (45) days from the passage of this Ordinance.

SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision, or section hereof shall be held void or unenforceable by the West Virginia Public Service Commission or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the General Manager shall cause to be published a Notice of Public Hearing once a week for two (2) successive weeks within a period of fourteen (14) consecutive days, with at least six (6) days between each publication, in the qualified newspaper of general circulation in the City of Clarksburg, and said notice shall state that this Ordinance has been introduced and that any person interested may appear before the Clarksburg Water Board, on Tuesday, November 29, 2022, at 3:00 p.m., which date is not less than 10 days after the date of the first publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, the Clarksburg Water Board shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the Clarksburg Water Board, Clarksburg, West Virginia.

Passed on First Reading: Tuesday, November 15, 2022

Passed on Second Reading (following Public Hearing): Tuesday, November 29, 2022

ATTEST:

Jason L. Myers, Secretary

APPROVED:

Paul J. Howe II, President

12



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
304-624-8500
FAX 304-624-8673

COMMISSIONERS
DAVID L. HINKLE
SUSAN J. THOMAS
PATSY TRECOST II

March 22, 2023

WVABCA
Licensing Department
900 Pennsylvania Avenue, 4th Floor
Charleston, West Virginia 25302

Dear Commissioner:

This letter is to advise you the Harrison County Commission has no objection to an ABCA license being issued to Almost Heaven Desserts, 137 Wonder Bar Road, Clarksburg, WV 26301 who is applying for an ABCA license. This was discussed and approved at the March 22, 2023 meeting.

If further information is needed, please advise.

Sincerely,

Susan J. Thomas,
Harrison County Commission

Zoning Form

(Original copy must be submitted to the WVABCA Licensing Department)

Note: If an establishment's location is not situated within a municipality, this office will need a letter from the County Commission stating that the establishment location is zoned properly. All applicants must complete the obverse (front) portion of the form.

To: Municipal Clerk or Recorder

Under the requirements set forth in 60-7-4a and/or 11-16-8(a)(5) of the W. Va. State Code, a person intending to apply for a license to operate an ABCA licensed Private Club, Private Wine Restaurant or Tavern at any location within a municipality **must file a notice of such intention with the Clerk or Recorder of such municipality at least ten (10) days prior** to filing an application for such license with the Alcohol Beverage Control Administration. Pursuant to this requirement, **notice** is herein given that the following intends to apply to the WVABCA for a license to operate a Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern issued pursuant to the provisions of §§ Chapter 60, Article 7 and Article 8 and/or Chapter 11, Article 16 of the W.Va. State Code.

Entity Name: Almost Heaven Desserts, LLC

DBA (Doing Business As): _____

Address of Establishment: 137 Wonderbar Road (Street/Route) Clarksburg, (City) WV (State) 26301 (Zip Code)

Applicant's Name(s): Simon (Last) Patti (First) Victoria (Middle)

_____ (Last) _____ (First) _____ (Middle)

General Description of Premises: Brewpub

Food Services to be Offered: _____

Patron Capacity: _____

This Notice has been filed with the Clerk or Recorder of the City/Town of

_____ **on this** _____ **day of** _____, _____.

Applicant's Signature(s): _____ Date: _____

_____ Date: _____

(Municipality to fill out reverse side of form)

(FOR USE BY MUNICIPAL AUTHORITIES ONLY)

Is the proposed location for the Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern described consistent with the zoning ordinances or your Municipality as either a permitted use or a conditional use of such premises?

Yes _____ No _____

If the answer to the first question was "no," does your Municipality provide within its business zones suitable alternative locations for Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern?

Yes _____ No _____

Is the proposed location for the Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern herein described situated in an area designated for the use of community development block grant funds in the municipality?

Yes _____ No _____

If yes, is the planned use of the premises at the location herein described consistent with any plan adopted by the governing body of the municipality for revitalization of the area wherein the premises are situated?

Yes _____ No _____

Does the municipality have any restrictions or regulations prohibiting Limited Video Lottery?

Yes _____ No _____

Does the municipality have any restrictions or regulations prohibiting Exotic Dancing establishments?

Yes _____ No _____

Additional comments to the Alcohol Beverage Control Administration:

_____

_____

_____

_____

_____

Approved By: Authorized Official Signature and Title

_____

City/Town

Date:_____

Return Original To: **WVABCA**
Licensing Division
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

13

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

RESOLUTION AND ORDER RECOMMENDING THAT THE HARRISON COUNTY DEVELOPMENT AUTHORITY RENEW A SITE OPTION IN FAVOR OF WOLF SUMMIT ENERGY, LLC AND AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION TO CONVEY THE SUBJECT REAL PROPERTY TO THE AUTHORITY ON REQUEST, ALL TO FACILITATE THE DEVELOPMENT AND CONSTRUCTION OF AN ENERGY PROJECT IN HARRISON COUNTY.

WHEREAS, Wolf Summit Energy, LLC ("Wolf Summit"), as assignee and successor-in-interest to the development rights of ESC Harrison County Power, LLC ("ESC Harrison"), has advised that it is advancing the development of a natural gas-fired power generation facility to be located in Harrison County ("Project"); and

WHEREAS, the County Commission of Harrison County ("Commission") has previously expressed its support for the development of the Project as reflected in a resolution adopted on February 14, 2018;

WHEREAS, ESC Harrison and the Harrison County Development Authority ("Authority") were parties to an Amended and Restated Option to Purchase Real Property dated as of September 22, 2016 ("Site Option") under which ESC Harrison held the option to acquire from the Authority certain real property described therein on which to construct all or a portion of the Project (the "Property"); and

WHEREAS, the Site Option, which Wolf Summit advises is necessary for the development of the Project, has expired and needs to be re-executed in the name of Wolf Summit as optionee; and

WHEREAS, the Commission currently owns the Property and will need to convey it to the Authority to facilitate the transactions contemplated in the Site Option; and

WHEREAS, to facilitate the further development of the Project, it is appropriate (i) to renew the Commission's resolution of support for the development of the Project, (ii) to authorize and direct the President of the Commission, in furtherance of the transactions described in the Site Option, to execute and deliver to the Authority one or more deeds, in such form as the Commission's counsel deems appropriate and as may be acceptable to the Authority and its counsel, to convey the Property to the Authority, and (iii) to recommend and direct that the Authority renew and re-execute the Site Option with Wolf Summit on the terms set forth therein.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSION AS FOLLOWS:

1. Recitals. The recitations in the recitals set forth above are true and correct to the best of the Commission's knowledge and belief.

2. Renewal of Support for Project. The Commission renews its resolution of support for the Project dated February 14, 2018.

3. Authorization to Convey Property. The Commission authorizes and directs its President, in furtherance of the transactions described in the Site Option, to execute and deliver to the Authority one or more deeds, in such forms as the Commission's counsel deems appropriate and as may be acceptable to the Authority and its counsel, to convey the Property to the Authority.

4. Re-Execution of Site Option. The Commission recommends and directs the Authority to renew and re-execute the Site Option with Wolf Summit on the terms set forth therein.

5. Open Meeting. The Commission hereby finds and determines that all formal actions relative to the adoption of this Resolution and Order were taken in an open meeting of the Commission dated as of the date set forth below and that all deliberations of the Commission that resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements.

ADOPTED BY THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA at a duly noticed regular meeting held in Clarksburg, West Virginia, on March 8, 2023.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By: _____
Name: Susan Thomas
Title: President

14

RESOLUTION

WHEREAS, The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "County Commission"), under Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), has previously created a development district known as Harrison County Development District No. 3 - White Oaks (the "TIF District");

WHEREAS, High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Developer"), is the developer of the TIF District;

WHEREAS, pursuant to an Agreement for Administrative Services dated September 3, 2015 (the "Administrative Services Agreement"), between the County Commission and MuniCap, Inc. ("MuniCap"), the County Commission engaged MuniCap to provide financial and administrative services with respect to the TIF District;

WHEREAS, pursuant to a Bond Authorizing Order entered by the County Commission on May 12, 2021, the County Commission issued its Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks), dated May 25, 2021 (the "Series 2021 B Bonds");

WHEREAS, the Series 2021 B Bonds were placed directly with the Developer;

WHEREAS, the Developer desires to make certain modifications to the Series 2021 B Bonds for the purpose of financing development of additional site and infrastructure improvements within the TIF District and has requested the assistance of MuniCap in connection with such modifications; and

WHEREAS, the County Commission desires to authorize MuniCap to provide consulting services to the Developer in connection with the proposed modifications to the Series 2021 B Bonds, which services will be paid for by the Developer;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:

Section 1. MuniCap is hereby authorized to provide consulting services to the Developer in connection with the proposed modifications to the Series 2021 B Bonds, as set forth in the Letter of Payment Terms between MuniCap and the Developer (the "Letter of Payment Terms") attached hereto and incorporated herein as **Exhibit A**.

Section 2. Pursuant to the Letter of Payment Terms, the Developer will be responsible for payment for all services provided to the Developer by MuniCap. MuniCap will send its invoices for such services directly to the Developer.

Section 3. This Resolution shall take effect immediately upon adoption thereof.

Adopted this March __, 2023.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, does hereby certify that the foregoing Resolution was duly adopted by The County Commission of Harrison County at a regular meeting duly held, pursuant to proper notice thereof, on March __, 2023, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this March __, 2023.

By: _____
Clerk

Exhibit A

Letter of Payment Terms

[Attached]

15

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE FOR THE WV SPAY/NEUTER ASSISTANCE PROGRAM, ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID GRANT

WHEREAS, the Harrison County Commission participated by applying for the WV Spay Neuter Assistance Program grant through the West Virginia Department of Agriculture, on behalf of the Harrison County Animal Control, and

WHEREAS, the Harrison County Animal Control, through an application process, will provide assistance to successful applicants to spay/neuter their animals, while controlling the pet overpopulation, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the participation in the West Virginia Department of Agriculture Spay and Neuter Assistance Program, and

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

The Harrison County Commission authorizes the acceptance of funds from the WV Spay Neuter Assistance Program grant through the West Virginia Department of Agriculture, for the Harrison County Animal Control for Ten Thousand Dollars, ($10,000.00) and commits to the required match.

PASSED by the Harrison County Commission on this the 22nd day of March 2023.

_____

Susan Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

MUNICAP, INC.
PUBLIC FINANCE

March 8, 2023

H. Wood Thrasher
High Tech Corridor Development, LLC
600 White Oaks Boulevard
Bridgeport, WV 26330

RE: Payment Structure for MuniCap, Inc. Public Finance

Dear Mr. Thrasher:

MuniCap, Inc. has been retained as administrator by the County Commission of Harrison County, West Virginia (the "County Commission") for services related to the administration of the Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax Exempt (Development District No. 3 – White Oaks)(the "Series 2021 A Bonds") and the Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks)(the "Series 2021 B Bonds," and together with the Series 2021 A Bonds, the "Series 2021 Bonds"). MuniCap has been requested to provide consulting services to High Tech Corridor Development, LLC (the "Developer") in relation to the proposed amendment and restatement of the 2021 B Bonds.

MuniCap will not be working under contract to or representing the Developer, as it is currently under contract with the County Commission and it would be a conflict of interest to represent both parties. The County Commission, as MuniCap's client, has authorized MuniCap to provide the requested consulting services. The County Commission has requested that the Developer pay for the costs of these efforts. The services to be provided by MuniCap are described in the attached Scope of Work and Fee Schedule. Any invoices generated based on the provision of the services described herein will be the sole responsibility of the Developer.

MuniCap will send the Developer an invoice once a month during which any efforts pursuant to this letter are provided. Invoices will be on a time and material basis and billed pursuant to the Scope of Work and Fee Schedule. By its signature below, the Developer agrees to pay invoices billed as provided for herein within 30 days of receipt.

MuniCap, Inc.

By:_____
Keenan Rice
President

High Tech Corridor Development, LLC

By: _____
H. Wood Thrasher
Manager

Attachments:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Exhibit "A"
Scope of Work

This scope of work describes financial consulting services to be provided by MuniCap. The following services are typically provided by MuniCap on similar financings, but all services are provided on an as requested basis.

a. Research tax increment revenues currently being generated in the Harrison County Development District No. 3 – White Oaks (the "TIF District"), including but not limited to, a review of data regarding tax increment revenues currently being generated by businesses TIF District, as well as the agreements and commitments which the Developer has in place regarding future development anticipated to occur in the TIF District. This analysis will include the appropriateness of including tax increment revenues anticipated from future development in various tax increment revenue projections;

b. Prepare estimates of tax increment revenues, based on existing and future development, available to pay debt service. Future development will be based on a development schedule and supporting due diligence to be provided by the Developer. Three estimates are typically prepared, a base case representing information that is known and the most likely assumptions, a more conservative stress scenario that evaluates the ability to still pay debt service if certain risk factors materialize, and a scenario that includes potential upside in revenues, such as new development. The purpose of the scenarios is to identify a reasonable range of forecasted tax increment revenues;

c. Prepare a comparison of available tax increment revenues to debt service to determine the amount of additional improvements that can be financed by the 2021 B Bonds and illustrate debt service coverage;

d. Attend meetings and join conference calls with the finance team to implement the financing;

e. Provide schedules for the efforts required to issue the bonds and assist with coordination of financing efforts;

f. Review financing documents and provide comments to the parties drafting the documents related to financing (but not legal) issues; and

g. Calculate bond statistics which are necessary to be included in Form 8038-G and Tax Certificate in connection with the issuance the bonds.

Upon request, and as additional services billed on an hourly basis, MuniCap shall provide additional services to assist with matters related to the project. All services are provided on an as requested basis. The services provided herein do not include conducting due diligence on information provided to or used by MuniCap. MuniCap will not rely on information it does not believe to be reasonable and valid, but it will not investigate the validity of information unless requested to do so as additional work. MuniCap's services do not include any services not specified herein or specified at the time additional services are requested, including review of legal, engineering, and land use issues.

Exhibit "B"
Fee Schedule

MuniCap shall provide services on a time and material basis. Services shall be billed on an hourly basis at MuniCap's hourly billing rates, which are current as shown by the following schedule:

Professional Services Rates

Title	Hourly Rate
President	$350
Executive Vice President	325
Senior Vice President	300
Vice President	275
Director	250
Manager	225
Project Manager	215
Senior Associate	200
Associate	175

The cost for the services listed in Exhibit A are estimated at $20,000 – $35,000. The costs of completing the scope of services will vary depending on the complexity of the analysis, scope of new development, number of meetings and other factors.

Developer shall reimburse MuniCap for actual out of pocket costs of its reasonable and necessary expenses without markup. MuniCap shall not incur an expense in excess of $100 without authorization from Developer. MuniCap does not charge for normal overhead items such as copies, telephone calls (other than hosting conference calls), facsimile, and US postage.

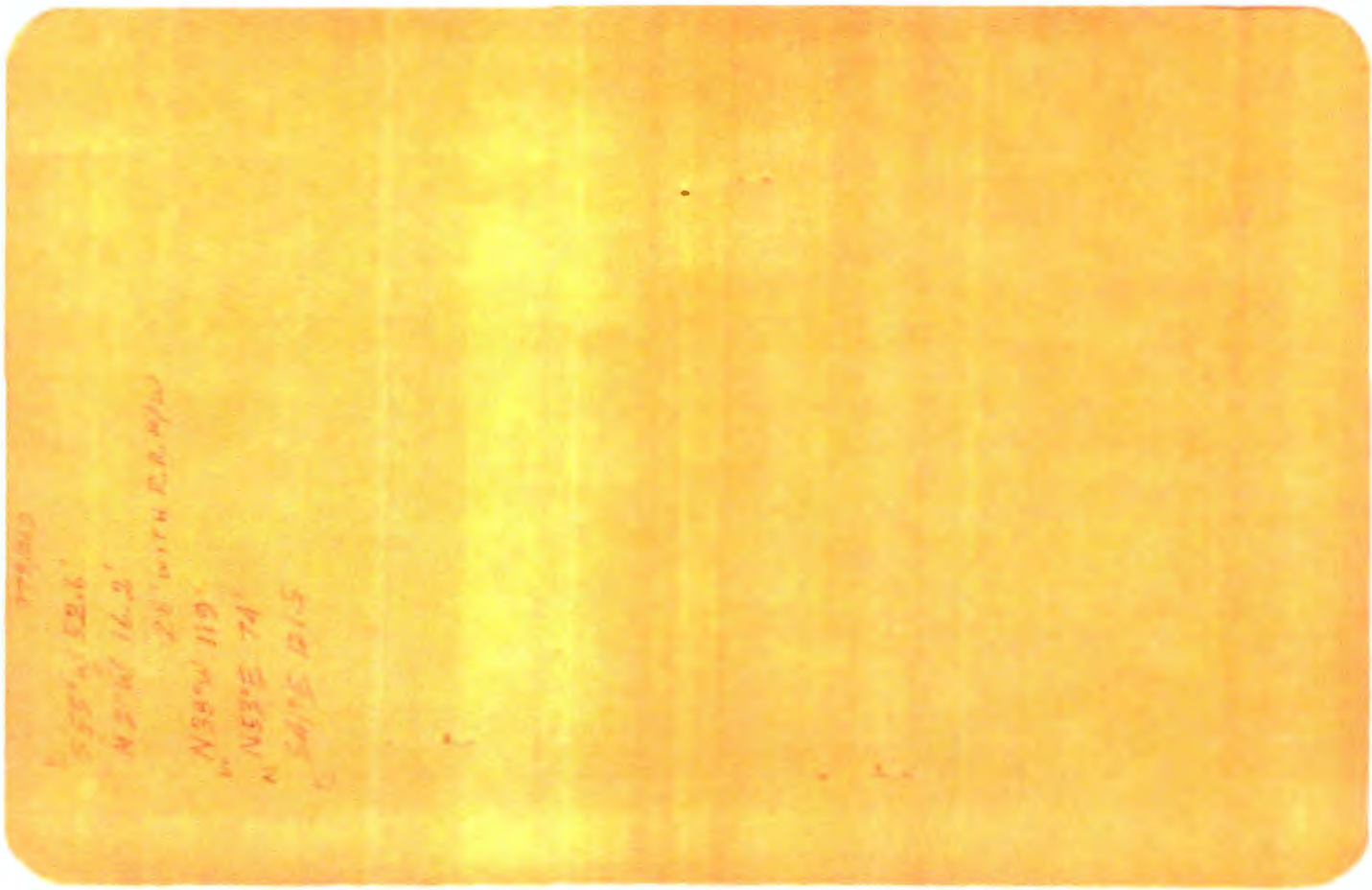
MuniCap shall send Developer a monthly invoice for work performed and expenses. These invoices will include a detailed description of the work performed by MuniCap, the person performing the work, the date the work was performed, and the time spent on the work. The invoices shall also include an itemization of any expenses to be reimbursed. Developer shall pay these invoices within thirty days of the date the invoice is received by Developer. Invoices not paid within thirty days shall be subject to interest charges of one percent (1%) per month.

16

ASSESSMENT DISTRICT	LEGAL DESCRIPTION
Grant-Lost Creek	Lost Creek

MAP NO.	PLOT NO.	LOT SIZE	ACREAGE
21-04	51	~~74x101.5x52.6x162.28x25.7~~ 74x101.5x36.47x16.75x23x105.57	

	OWNER'S NAME	ADDRESS	DATE ACQUIRED	FED. TAX STAMPS	DEED BOOK	PAGE NO.
11	(Name changed by deed)					
10						
9						
8						
7						
6						
5	Harrison County Commission		8-15-11	$6.00	1495	585
4	Hickman, John H. & Freda I.		10-24-00	Corrective Deed	1316	90
3	Hickman, John H. & Freda I.		7-2~~0~~81	15,000	1105	497
2	Paugh, Edward R. & Theresa M.		10-22-73	18,500	1016	957
1	Randolph, Carroll B & Lorraine	Lost Creek, W. Va.	5-16-56	$9.25	778	269



Address

Harrison County Assessor's Office
301 W. Main Street
Clarksburg, WV 26301
P: (Phone) 304-624-8510 F: (Fax) 304-626-1066

© 2023 Harrison County Assessors Office (https://harrisoncountyassessor.com) All Rights Reserved.

Go to top

PID 51
Dist L3
Map L3- 2104.

Harrison County Commision

ch Detail

View on Map (http://gis.harrisoncountywv.com/taxparcelviewer?find=132104005100000000)

PARID: 132104005100000000
Tax Year: 2023
Owner: HARRISON COUNTY COMMISSION
Address: 301 W MAIN ST
City/State/Zip: CLARKSBURG, WV 26301
Deed Book: 1475 Deed Page: 585
Legal Description: 1 LOT LOST CREEK

19

Harrison County Commission

Request to Attend Meeting

Name	Consuela Jones
Department	911
Destination	Raleigh County 911 - Beaver WV
Travel Dates	4/24 and 4/25 2023
Reason	APCO Active Shooter Incidents for Public Safety Communications - Travel/Overnight Stay 4/24 - Course Held on 4/25 - No Mileage, Using County Vehicle

Total Estimated Cost			$ 401.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 82.00
Registration			$ 239.00
Meals (Estimated)			$ 80.00
Incidentals			$

Employee Signature: Consuela Jones Date: 3-8-23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Corey Hagan
Department	911
Destination	Raleigh County 911 - Beaver WV
Travel Dates	4/24 and 4/25 2023
Reason	APCO Active Shooter Incidents for Public Safety Communications - Travel/Overnight Stay 4/24 - Course Held on 4/25 - No Mileage, Using County Vehicle

Total Estimated Cost			$ 401.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 82.00
Registration			$ 239.00
Meals (Estimated)			$ 80.00
Incidentals			$

Employee Signature: Corey Hagan Date: 3/9/2023

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Matthew Gump
Department	911
Destination	Raleigh County 911 - Beaver WV
Travel Dates	4/24 and 4/25 2023
Reason	APCO Active Shooter Incidents for Public Safety Communications - Travel/Overnight Stay 4/24 - Course Held on 4/25 - No Mileage, Using County Vehicle

Total Estimated Cost			$ 401.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 82.00
Registration			$ 239.00
Meals (Estimated)			$ 80.00
Incidentals			$

Employee Signature: Matthew Gump Date: 3-9-23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Rebecca Vance
Department	911
Destination	Raleigh County 911 - Beaver WV
Travel Dates	4/24 and 4/25 2023
Reason	APCO Active Shooter Incidents for Public Safety Communications - Travel/Overnight Stay 4/24 - Course Held on 4/25 - No Mileage, Using County Vehicle

Total Estimated Cost			$ 401.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 82.00
Registration			$ 239.00
Meals (Estimated)			$ 80.00
Incidentals			$

Employee Signature: Rebecca J Vance Date: 03/10/23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

20

Harrison County Commission

Request to Attend Meeting

Name	Jacob Hyre
Department	911
Destination	Raleigh County 911 - Beaver WV
Travel Dates	4/25 and 4/26 2023
Reason	APCO Active Shooter Incidents for Public Safety Communications - Travel/Overnight Stay 4/25 - Course Held on 4/26 - No Mileage, Using County Vehicle

Total Estimated Cost			$ 401.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 82.00
Registration			$ 239.00
Meals (Estimated)			$ 80.00
Incidentals			$

Employee Signature: Jacob Hyre Date: 3-8-23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Julia Pierce
Department	911
Destination	Raleigh County 911 - Beaver WV
Travel Dates	4/25 and 4/26 2023
Reason	APCO Active Shooter Incidents for Public Safety Communications - Travel/Overnight Stay 4/25 - Course Held on 4/26 - No Mileage, Using County Vehicle

Total Estimated Cost			$ 401.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 82.00
Registration			$ 239.00
Meals (Estimated)			$ 80.00
Incidentals			$

Employee Signature: Julia M Price Date: 3/8/23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Jade Hitt
Department	911
Destination	Raleigh County 911 - Beaver WV
Travel Dates	4/25 and 4/26 2023
Reason	APCO Active Shooter Incidents for Public Safety Communications - Travel/Overnight Stay 4/25 - Course Held on 4/26 - No Mileage, Using County Vehicle

Total Estimated Cost			$ 401.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 82.00
Registration			$ 239.00
Meals (Estimated)			$ 80.00
Incidentals			$

Employee Signature: Jade Hitt Date: 3-8-23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Bryce Delgado
Department	911
Destination	Raleigh County 911 - Beaver WV
Travel Dates	4/25 and 4/26 2023
Reason	APCO Active Shooter Incidents for Public Safety Communications - Travel/Overnight Stay 4/25 - Course Held on 4/26 - No Mileage, Using County Vehicle

Total Estimated Cost			$ 401.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 82.00
Registration			$ 239.00
Meals (Estimated)			$ 80.00
Incidentals			$

Employee Signature: [signature] Date: 03/09/23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

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Harrison County Commission

Request to Attend Meeting

Name: Travis Miller

Department: 911

Destination: WV RETI Sutton WV

Travel Dates: 3/20 to 3/23

Reason: Incident Tactical Dispatch Class - No Overnight Stay - No Meal Comp - No Mileage Comp - No Cost To Enroll

Total Estimated Cost $ 0.00

Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$
Registration			$
Meals	(Estimated)		$
Incidentals			$

Employee Signature: Travis Miller Date: 3/2/23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name: Justin Norman

Department: 911

Destination: WV RETI Sutton, WV

Travel Dates: 03/20 to 03/23

Reason: Incident Tactical Dispatch Class - No Overnight Stay - No Meal Comp - No Mileage Comp - No Cost To Enroll

Total Estimated Cost $ 0.00

Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$
Registration			$
Meals (Estimated)			$
Incidentals			$

Employee Signature: _____ Date: 3/2/23

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval Date: _____

A8 Form Revised: May 1, 2014

Book-Page 79-28

23-A

MONDAY, DECEMBER 28, 2009

County Commission

Susan J Thomas
HARRISON County 01:16:56 PM
Instrument No 200900041501
Date Recorded 12/28/2009
Document Type GOR
Book-Page 79-28

ORDINANCE
INTERNATIONAL PROPERTY
MAINTENANCE CODE

BK00079 PG0028

AN ORDINANCE ADOPTING THE "INTERNATIONAL PROPERTY MAINTENANCE CODE", AS AUTHORIZED BY THE WEST VIRGINIA STATE FIRE COMMISSION, WHICH PROVIDES FOR THE REGULATION OF ALL MATTERS AFFECTING OR RELATING TO THE REPAIR AND MAINTENANCE OF STRUCTURES AND PREMISES WITHIN THE UNINCORPORATED AREAS OF HARRISON COUNTY.

WHEREAS the Legislative Rule of the State Fire Commission, Title 87, Series 4 (87CSR4) of the West Virginia Code of State Regulations, permits adoption of the International Property Maintenance Code without requiring adoption of the other national codes and standards included under the West Virginia State Building Code; and

WHEREAS, it is deemed necessary to properly regulate all matters relating to the repair and maintenance of all buildings, structures and premises within the unincorporated areas of Harrison County; and

WHEREAS, it is the intent of the Harrison County Commission to establish minimum property maintenance standards by adopting and putting into force and effect the International Property Maintenance Code pursuant to West Virginia Code §7-1-3n and Title 87, Series 4 (87CSR4).

NOW, THEREFORE, THE HARRISON COUNTY COMMISSION ORDAINS THAT

Section 1. ADOPT: The International Property Maintenance Code, as amended or revised by the WV State Fire Commission prior to or subsequent to adoption of this Ordinance, is hereby adopted, and all model codes and standards adopted thereunder are hereby adopted by reference as if fully set forth verbatim herein.

BK0079 PG0029

Section 2, APPLICABILITY: The provisions of this Ordinance and the International Property Maintenance Code adopted hereunder shall not apply to structures and premises occupied or used for agricultural purposes. For the purpose of this Ordinance, the term "agriculture" shall be deemed to mean the cultivation of plant crops or the raising of livestock. Agriculture is the organized use of land for the production of plant or animal food, fiber or landscape products. Beef and dairy farms, grain farms, orchards, plant nurseries, and tree farms are forms of agriculture.

Section 3. SAVINGS: Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or rights acquitted or liability incurred, or any cause or causes under any act or ordinance repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 4. CONFLICTING ORDINANCES: Any existing ordinance that is more stringent or imposes a higher standard than is required by the International Property Maintenance Code shall govern, provided such ordinance is not inconsistent with the laws of the State of West Virginia and is not contrary to recognized standards and good engineering practices. Any existing ordinance that is less stringent or imposes a lesser standard than is required by the above-referenced code is hereby amended to comply therewith.

Section 5, DUTIES AND POWERS OF THE CODE OFFICIAL: The Code Official shall enforce the provisions of the International Property Maintenance Code. Priority shall be given to conditions that pose a public health and/or safety hazard, or that affect the general public. The code official shall issue all necessary notices and orders to ensure compliance. Upon failure of any person to comply with a notice of violation within the

BK0079 PG0030

stipulated time, the code official shall issue a citation requiring that person to appear in Magistrate Court.

Section 6. INDEMNIFICATION OF CODE OFFICIAL: The code official, officer or employee charged with the enforcement of the International Property Maintenance Code, and the members of the Board of Appeals, while acting on behalf of the Harrison County Commission, shall not thereby be rendered liable personally, and are hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act required or permitted in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties, and under the provisions of the International Property Maintenance Code shall be defended by the legal representative of the Harrison County Commission until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in any action, suit or proceeding that is instituted in pursuance of the provisions of the International Property Maintenance Code; and any officer acting in good faith and without malice shall be free from liability for acts performed under any of its provisions, or by reason of any act or omission in the performance of official duties in connection therewith.

Section 7. DUTIES OF LAW ENFORCEMENT PERSONNEL: It shall be the duty of the Harrison County Sheriff's Department to assist in the enforcement of the International Property Maintenance Code.

Section 8, VIOLATION PENALTIES: The Violation Penalties section of the International Property Maintenance Code is hereby amended and completed as follows:

BK0079 PG0031

Any person who shall violate a provision of the International Property Maintenance Code, or fail to comply therewith, or with any of the requirements thereof, shall be fined not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00). Each day that a violation continues after due notice has been served shall be deemed a separate offense. Failure to comply with a demolition order shall be deemed a violation subject to the penalties prescribed herein.

Section 9, SEVERABILITY: If any section, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reasons whatsoever, such decisions shall not affect the remaining portions of this Ordinance, which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 10, JURISDICTION: Jurisdiction over the enforcement of this Ordinance shall be in the Magistrate Court of Harrison County.

Section 11, EFFECTIVE DATE: This Ordinance shall be deemed effective on the 1 Day of JAN, 2010 ~~200~~.

INTRODUCED and PASSED at a regular meeting by the Harrison County Commission on first reading this 13 day of AUG, 2009.

INTRODUCED and PASSED at a regular meeting by the Harrison County Commission on second reading this 3 day of SEPT, 2009.

BK0079 PG0032

PASSED and ADOPTED at a regular meeting by the Harrison County Commission on third and final reading this 1 day of OCT, 2009.

Frank T. Angotti

President, Harrison County Commission

ATTEST:

Susan Thomas, County Clerk

23-B

AN ORDINANCE OF THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, ADOPTING THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, ("IPMC"), THEREBY REPLACING, AMENDING, UPDATING AND SUPERCEDING ALL PRIOR ORDINANCES AS TO THE IPMC

WHEREAS, West Virginia Code §7-1-3n empowers county commissions, by order duly entered of record, to adopt the state building code upon promulgation by the State Fire Commission, so long as such adoption does not apply to or effect any territory within the boundaries of any municipal corporation which has not adopted the state building code;

WHEREAS, the County Commission of Harrison County, West Virginia passed and adopted an Ordinance adopting the "International Property Maintenance Code", effective October 4, 2012;

WHEREAS, the Ordinance referenced above, effective October 4, 2012, placed into effect the then existing edition of the International Property Maintenance Code;

WHEREAS, the most recent state building code was adopted by the State Fire Commission, pursuant to Legislative Rules promulgated by the Fire Marshal under West Virginia Code §15A-11-5, with an effective date of August 1, 2022, and

WHEREAS, the County Commission of Harrison County, West Virginia deems it necessary to properly regulate all matters relating to the repair and maintenance of all buildings, structures and premises situate in the unincorporated areas of Harrison County, West Virginia and further WHEREAS it is the intent of the County Commission of Harrison County, West Virginia to establish and specifically put in effect the operative version of the International Property Maintenance Code pursuant to West Virginia Code § 7-1-3n and Title 87, Series 4 of the West Virginia Code of State Rules.

NOW, THEREFORE, THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, ORDAINS AS FOLLOWS:

A. The 2018 edition of the International Property Maintenance Code is hereby adopted and incorporated herein by reference, as if set out at length herein, for the purposes of safeguarding life and property in and throughout the unincorporated parts of Harrison County, West Virginia.

B. The provisions of this Ordinance shall not apply to structures and premises occupied or used for agricultural purposes. For the purpose of this Ordinance, the term "agriculture" shall be deemed to mean the cultivation of plant crops or the raising or livestock. Agriculture is the organized use of land for the production of plant or animal food, fiber, or landscape products. Beef and dairy farms, grain farms, orchards, plant nurseries, and tree farms are forms of agriculture.

C. If the owner of a premises fails to comply with a demolition order within the time prescribed, consistent with W.VA. C.S.R. 87-4-4, 4.1.e.1., the legal counsel of the jurisdiction shall institute appropriate action in the Circuit Court of the County in which the property is located against the owner of the premises where the structure is or was located seeking an Order causing the structure to be demolished and removed. Thereafter, the local jurisdiction, through an available public agency or by contract or arrangement with private persons, shall demolish and remove the structure and the costs thereof, as well as all fees and costs incurred in the legal action, shall be a lien upon such real estate.

D. In the event that any provision of this Ordinance is determined to be unconstitutional or otherwise invalid by a court exercising competent jurisdiction, such determination shall not affect the validity of this Ordinance as a whole or the provisions thereof which are not specifically determined to be unconstitutional or invalid.

E. The Harrison County Commissioners shall have the power and authority to receive and accept grants, subsidies, donations and services in kind consistent with the objectives of this ordinance.

F. The Code Official shall enforce the provisions of the International Property Maintenance Code. The Code Official, and any county employee acting at his or her directive, shall be indemnified and defended by the County Commission of Harrison County, West Virginia, and shall be relieved from any personal liability for acts committed within the scope of this Ordinance.

G. It shall be the duty of the Harrison County Sheriff's Department to assist in the enforcement of the International Property Maintenance Code.

H. This ordinance shall become effective on and after passage and upon adoption by the Harrison County Commission.

PASSED by the County Commission of Harrison County, West Virginia on FIRST READING this the _____ day of _____, 2023.

A SECOND READING and public hearing was held on the _____ day of _____, 2023, after notice of a public hearing on said ordinance was published as a Class II legal advertisement upon motion of _____ and seconded by _____.

Following said public hearing on a motion of _____, seconded by _____, the ordinance was passed on to the THIRD READING, set for _____, 2023. It is now ordered that the aforesaid ordinance by, and hereby is, Approved and Adopted by the County Commission of Harrison County, West Virginia.

President	Commissioner	Commissioner

24

DP Southbound Coal Co., LLC.
2376 Laneville Rd.
Dry Fork, WV 26263

304-290-7000

March 14, 2023

Harrison County Commission
301 W. Main Street, 3rd Floor
Clarksburg, WV 26301

Dear **Harrison County Commission**:

Notice is hereby given that DP Southbound Coal Co., LLC 2376 Laneville Rd., Dry Fork, WV 26263 has submitted an application with the Department Of Environmental Protection (DEP) for a Phase 2 and 3 release on Permit No. S-2014-12.

The permit is located in Clay District of Harrison County, 3.5 miles southeast of Shinnston on an unnamed tributary of Sugarcamp Run of Thomas Fork & two (2) unnamed tributaries of Thomas Fork, all of Booths Creek, of the West Fork River of the Monongahela River.

Current laws and regulations require that current surface landowners of property be notified of this release, Permit No. S-2014-12 and be given the opportunity to comment on it.

Sincerely,

DP Southbound Coal Co., LLC.

Enclosure Location Map

Applicant:	DP SOUTHBOUND COAL CO. LLC	Type:	Phase 3 Release (Final) #1
Reference ID:	Phase II & III Release (03/13/2023)	Permit ID:	S201412
MR-7-AD: Advertisement			
Status	ERIS - Pending	Printed:	Mar. 15, 2023 9:28 AM

INSTRUCTIONS	
This advertisement is for an application for a release of an Article 3 permit. Initial Date of Publication: 3/18/2023	Ad will be published once a week for four successive weeks with six full days between publication. ***Advertisement must include a location map.*** Final Date of Publication: 4/8/2023

ADVERTISEMENT

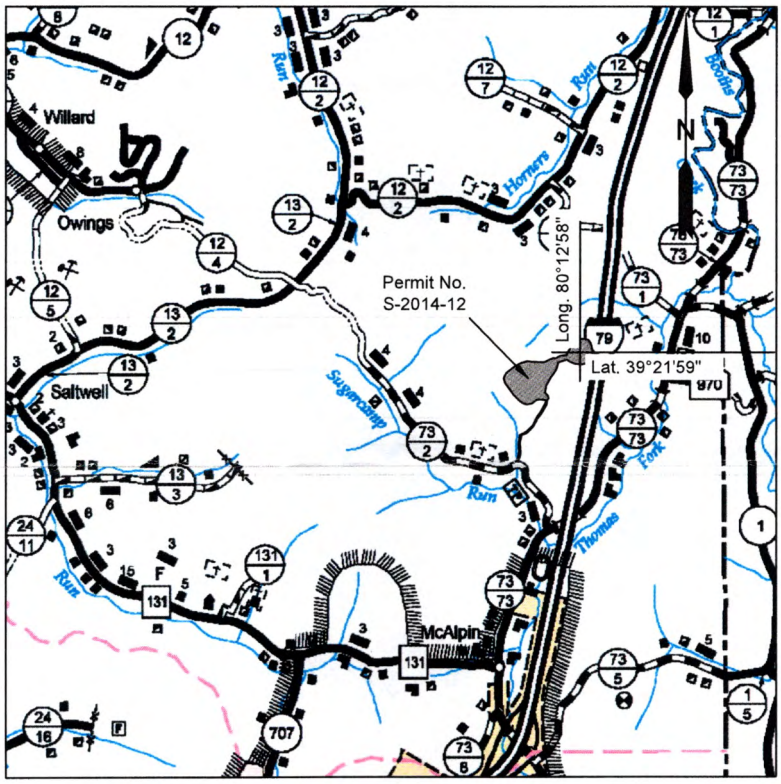
DP SOUTHBOUND COAL CO. LLC, 2376 LANEVILLE RD, DRY FORK, WV 26263

Notice is hereby given that
has submitted an application with the Department of Environmental Protection (DEP), 47 School Street, Suite 301, Philippi, WV, 26416-1600 for a Phase 2 and 3 release on Permit Number S201412 issued for 27.91 acres.

The permit is located in Clay District of Harrison
County, 3.5 miles Southeast (Direction) of Shinnston (Nearest PO) on
unnamed tributary of Sugarcamp Run of Thomas Fork & two (2) unnamed tributaries of Thomas Fork, all of Booths Creek
(Primary Receiving Stream) of
West Fork River
(Secondary Receiving Stream)
of
Monongahela River (Major Drainage Basin).

DP SOUTHBOUND COAL CO. LLC completed final reclamation on 4/12/2015 (Date) and is requesting release of 100 percent of the reclamation performance bond currently in the amount of $ $20,800.00 .

Written comments will be received at the DEP address above until 5/8/2023, or thirty (30) days from date of **final publication**.



LOCATION MAP
Permit No. S-2014-12
D.P. Southbound Coal Co., LLC
Clay District - Harrison County
West Virginia
Scale: 1"=1 Mile March, 2023

27

THRASHER

THRASHER'S GOT IT

July 12, 2021

Ms. Susan Thomas
Harrison County Commission
301 W Main Street
Clarksburg, WV 26301

RE: Harrison County Commission – Trail Upgrades

Dear Ms. Thomas,

The Thrasher Group, Inc. (Thrasher) is pleased to provide a proposal for engineering services related to the above-mentioned project ("Proposal"). The following details our Proposal for the Project Understanding, Scope of Work, Clarifications, Schedule, and Fees & Payment.

A. PROJECT UNDERSTANDING:

It is our understanding that there are two sections of trails that the Commission would like to rehab. The first section is located at Enterprise and continues to Shinnston. The second section is from the Industrial Road in Salem to Wolfe Summit. Trail sections will be paved and if drainage issues are present be fixed for positive flow. It is understood that the construction budget is $600,000 per each section of trail.

B. SCOPE OF SERVICES:

TASK 1: SITE VISIT

Thrasher will visit each section of trail and identify major drainage issues, areas of clearing (if required), and areas that maybe ponding water on the trail that could require being undercut prior to paving. Photographs will be taken documenting issues identified during each site visit.

Assumptions:

- Each section of trail can be completed within one (8hr) workday.

COST = $4,620

TASK 2: STAKEHOLDERS CONSENT

All plans and specs will be approved by all stakeholders prior to bidding.

Cost = $500

TASK 3: ENGINEERING DESIGN

Thrasher will use the photographic images that were taken during the site visit to prepare construction documents that will be used for bidding of the trail repairs. The construction drawings will include the start and end of each trail section, major drainage issues found during the site visit and include a typical trail section, as directed by the Harrison County Commission.

Assumptions:

- No topographic survey will be conducted.
- Approximate centerline stationing of the trails will be established by wheel measurements.
- Minimal trail disturbance will remain under 1 acre and therefore will not require WVNDPES Permitting.

COST = $9,020

TASK 4: BIDDING

Thrasher will assist the Owner in advertising for and obtaining bids for the Harrison County Commission by issuing assembled contract documents to contractors. Thrasher will attend one (1) pre-bid meeting at the Harrison County Courthouse. Thrasher will prepare and issue Addenda, as appropriate, and attend one (1) bid opening meeting at the Harrison County Courthouse. Thrasher will prepare a bid tabulation sheet and once approved by the Owner, Thrasher will issue notice of award of such contract.

COST = $5,860

C. FEES & PAYMENT TERMS

The lump sum fee includes all expenses for the services described above. All payments are to be made within 30 days of the billing date. The proposed fee for the Scope of Work is:

TASK AND DESCRIPTION	FEE
TASK 1 – SITE VISIT	$4,620
TASK 2 – STAKEHOLDER CONSENT	$500
TASK 3 – ENGINEERING DESIGN	$9,020
TASK 4 - BIDDING	$5,860
TOTAL	$20,000

If you have any questions or need additional information, please contact me at 304-423-5991 or at njones@thethrasergroup.com. If this proposal is acceptable, please sign below and return a copy to my attention.

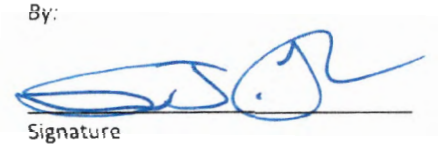
Sincerely,
THE THRASHER GROUP, INC.

Nicole Jones, PE
Project Manager

ACCEPTANCE:

On this 14 day of July, 2021, the below signed and thereby accepts and agrees to this Proposal, and the Terms and Conditions attached hereto are incorporated herein by reference as if fully set forth herein, from The Thrasher Group, Inc. **By signing below, you are creating a valid and binding contract between The Thrasher Group, Inc. and Harrison County Commission upon the terms and conditions of this Proposal and the Terms and Conditions attached hereto and made a part hereof.**

By:



Signature

Name and Title

TERMS AND CONDITIONS

The terms and conditions set forth below "Terms and Conditions" are part of the Proposal which these are attached thereto and are included in said Proposal as if fully restated therein. The services set forth in the Proposal ("Services") shall be performed pursuant to the Offer to Perform Services, as defined herein.

Parties: "Thrasher" means The Thrasher Group, Inc. "Client" means Harrison County Commission and your successions or assigns.

Generally: These Terms and Conditions govern the parties' duties, obligations, and relationship with respect to the Proposal submitted by Thrasher to Client for the Services described in the Proposal. These Terms and Conditions apply in addition to any and all descriptions, specifications, prices, terms, covenants, conditions, or other items set forth in the Proposal itself (as used herein, the term "Offer to Perform Services" shall refer to, collectively, these Terms and Conditions and the Proposal).

This Offer to Perform Services constitutes an offer by Thrasher to provide the Services set forth in the Proposal to Client upon the terms and conditions contained in the Proposal and these Terms and Conditions. Client's acceptance of this offer is limited to this Offer to Perform Services. Thrasher expressly rejects any additional, different or varying terms proposed by Client.

This Offer to Perform Services constitutes the final written expression of the terms between Thrasher and Client regarding the Services and is the complete and exclusive statement of those terms. Any terms, conditions, negotiations or understandings between the parties that are not contained herein shall have no force or effect unless in writing and signed by Thrasher, expressly stating in writing Thrasher's intent to modify this Offer to Perform Services. Said writing modifying the Offer to Perform Services must be signed by Thrasher to be effective.

Modification. Any modification, alteration or deviation from the terms and conditions set forth in the Offer to Perform Services may involve extra costs, and such costs will become a charge over and above the amount set forth in the Offer to Perform Services. A written change order is the proper manner in which to alter the terms of this Offer to Perform Services between the parties. However, it is understood that written change orders are not always completed. Client shall be responsible for paying the additional cost of such change orders regardless of whether they are made in writing.

Period of Performance: Services provided under this Offer to Perform Services are proposed to be completed within a reasonable amount of time from execution of this Offer to Perform Services by Client unless a separate schedule is attached. Thrasher shall be the sole determiner of what is a reasonable amount of time to perform the Services.

Payment: Client will be billed no less frequently than monthly, but may be billed bi-weekly, for Services provided under Offer to Perform Services. Invoices shall be paid within thirty (30) days of the date of the invoice. Client agrees to pay a 1.5% per month interest after thirty (30) days from the date of the invoice. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice. If Client fails to raise any questions or issues regarding any invoiced items within fourteen (14) days of the date of the invoice, the invoice is deemed approved by the Client in all respects and Client forfeits any right to dispute the invoice or any charge thereon.

In the event of nonpayment of the account within thirty (30) days after the invoice date, Thrasher shall have the right, but not the obligation, to suspend all Services immediately until the account is paid in full. Thrasher may, after giving one days written notice to Client, suspend services under the terms of the Offer to Perform Services until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Thrasher for any such suspension taken in accordance with this paragraph. A notice of suspension, pursuant to this provision, shall be sufficient if sent via email.

In the event an account is greater than sixty (60) days past due, then Thrasher has the right, but not the obligation, to terminate all Services set forth in the Offer to Perform Services and pursue any and all legal methods of collection. Nothing in this provision shall be deemed to limit or exclude any right that Thrasher has, or may have, against Client.

Existing Information and Subsurface Conditions: Client will provide Thrasher with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures, all upon which Thrasher can rely. If the subsurface conditions are different than Thrasher expects the subsurface conditions to be, Thrasher may charge

additional costs, fees, expenses and other amounts incurred by Thrasher to be able to perform the Services.

Insurance: Thrasher shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Thrasher waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Unless otherwise set forth specifically in the Offer to Perform Services, Thrasher shall maintain the following types and amounts of insurance, at a minimum, during the performance of the Services and shall provide certificates of insurance evidencing its coverage, prior to starting the performance of Services, if requested in writing from Client.

(a) Worker's Compensation Insurance with statutory coverage and $1,000,000 employer's liability coverage;

(b) Comprehensive General Liability Insurance with annual aggregate limits of $1,000,000;

(c) Automobile Liability Insurance with annual aggregate limits of $1,000,000;

(d) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate on a claims-made basis;

Mediation: Prior to any litigation, arbitration or other proceeding, Client and Thrasher shall attempt to mediate any dispute arising from services provided under this Offer to Perform Services. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Thrasher will equally share all fees and costs of mediation.

Suspension: Thrasher may suspend performing Services under this Offer to Perform Services for any reason or no reason upon seven (7) days written notice, or may suspend performing Services under this Offer to Perform Services for cause (including but not limited to any breach or violation of the Offer to Perform Services by Client) with no notice. Client shall remain responsible and be required to pay all fees earned by Thrasher up to the suspension of Services by Thrasher, plus any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly suspending of Services.

Termination: Client or Thrasher may terminate this Offer to Perform Services for convenience by giving fourteen (14) days written notice, or may terminate this Offer to Perform Services for cause by giving seven (7) days written notice. If this Offer to Perform Services is terminated by Client, Client shall pay Thrasher, in addition to any and all compensation due under this Offer to Perform Services, any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly terminating Services.

Full and Final Agreement: This Offer to Perform Services is the full and final agreement between Client and Thrasher, supersedes any prior agreements, and may not be modified except by in writing executed by both Client and Thrasher, except to the extent the Modification section of these Terms and Conditions is applicable. Should no action be taken by Client within ninety (90) days of the date of submission, this Offer to Perform Services shall be considered null and void.

Attorney's Fees and Costs: In the event Thrasher is required to hire legal counsel to enforce any of the terms or conditions of this Offer to Perform Services, it shall be entitled to recover reasonable and necessary attorney's fees and litigation expenses (whether or not litigation is actually commenced) associated with the enforcement of this Offer to Perform Services.

Indemnification: Subject to limitations of liability set forth in the *Limitations on Liability* section, Thrasher agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage or liability to the extent caused by Thrasher's negligent acts, errors, or omissions in the performance of professional services under this Offer to Perform Services.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Thrasher harmless from damage or liability to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Offer to Perform Services.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

The limitation, indemnification and waiver obligations under this ***Indemnification section*** shall survive termination or expiration of this Offer to Perform Services.

Standard of Care: Thrasher shall provide its' Services pursuant to the Offer to Perform Services in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Offer to Perform Services, Thrasher makes no express or implied warranty of any type, kind or nature. All warranties including warranty or merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Acceptance: Upon reviewing this Offer to Perform Services, should Client find all matters satisfactory, this Offer to Perform Services shall be considered a binding contract which shall be signed by authorized representatives of Client and Thrasher. Signing and returning this Offer to Perform Services creates a valid and binding contract and shall be considered as a authorization to proceed for Thrasher to commence work on the Project and constitutes acceptance of all terms, covenants, conditions, obligations and requirements contained in the Offer to Perform Services without modification, addition, or deletion. Further, Client shall be deemed to have made an unqualified acceptance of this Offer to Perform Services upon their earliest of:

(a) Thrasher's receipt of this Offer to Perform Services, signed by Client; or
(b) any other event constituting acceptance under applicable law.

Independent Contractor: Thrasher is and shall remain an independent contractor and neither Thrasher nor any of its employees or agents shall be considered an employee of Client and vice versa.

Force Majeure: Thrasher shall not be responsible for default hereunder where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, pandemics, insurrection, riot, flood, earthquake, fire, labor disturbance, operation of statutes, laws, rules or rulings of any court or government, or any other cause beyond Thrasher's control.

Notice: Each notice, request, demand, or other communication ("Notice") by either party to the other pursuant to the Offer to Perform Services shall be in writing, and, except for routine documentation and correspondence, shall be (a) personally delivered; (b) sent by an overnight commercial courier, charges prepaid; or (c) sent by email (but such electronic communication must be either (i) acknowledged by the recipient (a read receipt received by the sender is sufficient acknowledgment); or (ii) confirmed by sending a copy thereof to the other party by overnight commercial courier no later than the following business day), addressed to the principal office of the receiving party (attention: President or the Project Manager of the Project) set forth on the Offer to Perform Services or to such other address as such party shall have communicated to the other party in accordance with this section. Any Notice shall be deemed to have been given when personally delivered, on the first business day after sending when sent by facsimile or email (or when acknowledged by the recipient if sooner), or on the first business day following the date of sending by overnight commercial courier.

Survival: All obligations prior to the termination of the Offer to Perform Services and all provisions of the Offer to Perform Services allocating responsibility or liability between Thrasher and Client shall survive termination of the Offer to Perform Services.

Remedies Cumulative: Thrasher's remedies specified herein are cumulative and not exclusive of any other remedies available to Thrasher at law or equity. The unenforceability or invalidity of any provision of this Offer to Perform Services shall not affect the validity and enforceability of the remainder of this Offer to Perform Services. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Offer to Perform Services or to exercise any right or remedy as provided in this Offer to Perform Services shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

Valid Contract Upon Signing: The terms and conditions in this Offer to Perform Services are the complete agreement between Thrasher and the Client and upon the signing of the Proposal portion of this Offer to Perform Services by Thrasher and Client, the parties have entered into a valid and binding contract which shall be controlled by this Offer to Perform Services.

Hazardous Materials.

a) If Thrasher encounters hazardous materials, or pollutants in the performance of the Services that pose unanticipated risks, the Proposal and Thrasher's compensation and time of performance will be reconsidered and this Offer to Perform Services shall immediately become subject to renegotiation or termination, at Thrasher's option. If this Offer to Perform Services is so

terminated, Client shall pay Thrasher for its fees and charges incurred to the date of such termination, including, if applicable, any additional costs, fees, expenses, or charges incurred in demobilizing.

b) Unless specifically listed in the Proposal, the Services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB'S), radon gas, or any airborne pollutants and all other hazardous materials.

c) If samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Thrasher shall, after completion of testing, return such samples or materials to Client, who shall be responsible for properly disposing of such samples and materials in accordance with applicable laws, at its own cost. Client recognizes and agrees that Thrasher will at no time assume the ownership or control of such substances, waste, materials, or constituents.

d) Client acknowledges that, prior to commencing the Services, Thrasher has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the site and Thrasher has not benefited from the processes that produced any such waste materials. It is understood and agreed that Thrasher is not and has no responsibility as a generator or operator, or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the site. The Services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or offsite.

e) Thrasher shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes. Client shall indemnify, defend and hold harmless Thrasher for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).

Client Responsibilities. Client, at its own expense, shall:

a) Provide Thrasher with all criteria and information necessary for Thrasher to comply with the Services and Offer to Perform Services, as the same may be amended or modified from time to time, and any requirements of the Project;

b) Provide Thrasher all information, documents and assistance necessary or reasonably requested by Thrasher to enable performance of the Services in a timely manner, all which Thrasher shall be entitled to rely upon without independent verification;

c) Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required to permit the timely performance of the Services;

d) Notify Thrasher if Client becomes aware of any matter that may change the scope, timing, order or complexity of the Services;

e) Act reasonably, professionally and in good faith in all respects in connection with this Agreement;

f) Furnish Thrasher with copies of all existing data, reports, surveys, plans and other materials and information, within Client's possession required for the Project or the performance of the Services, all which Thrasher may use and rely upon in performing the Services;

g) Arrange for access to and make all provisions for Thrasher to enter upon public and private property as required for Thrasher to perform the Services;

h) Describe the activities which were conducted at the site by Client or by any person or entity which would relate to the Project and identify by name, quantity, location and date any releases of hazardous substances or pollutants, if any;

i) Provide prompt notice to Thrasher whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the Services or any alleged defect in the Services;

j) Designate an individual or individuals to act as Client's representative(s) with respect to the Services who shall each have complete authority to transmit instructions, receive information and interpret and define Client's requirements, decisions, policies, drawings, plans, surveys, data, and reports;

k) Assume responsibility for personal injuries and property damage caused by Thrasher's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to Thrasher by Client in advance of commencement of the Services; and

l) To the extent required by law, report promptly all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

Waiver. Client waives any and all claims against Thrasher for incidental special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized. Both Client and Thrasher waive the right to trial by jury in any legal proceedings relating to this Agreement.

Exclusivity. Information, work product, reports or deliverables provided by Thrasher to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged.

Governing Law, Jurisdiction, and Venue. This Offer to Perform Services will be interpreted and construed in accordance with the internal laws of the State of West Virginia without giving effect to its principles of conflicts of laws. Any suit or action regarding this Offer to Perform Services shall be heard in Harrison County, West Virginia, in either the State or Federal Court located therein. The Client hereby waives any claim to forum non conveniens, or any similar claim or assertion. Client agrees that the locations and courts set forth herein are not a forum non conveniens for the Client and this provision is reasonable in all respects.

USE OF DOCUMENTS:

a) All documents are instruments of service, and Thrasher shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Thrasher) whether or not the Project is completed.

b) If Thrasher is required to prepare or furnish drawings or specifications under this Offer to Perform Services, Thrasher shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

c) Client may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Thrasher grants Client a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Thrasher of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Thrasher, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Thrasher; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Thrasher, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Thrasher or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless Thrasher and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Thrasher; and (4) such limited license to Client shall not create any rights in third parties, provided, however, that in the event of any assignment for the benefit of Client's construction lender, such lender or successor shall be entitled to assume Client's license to such documents subject to the other terms and conditions contained in this Section.

d) If Thrasher at Client's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Thrasher at rates or in an amount to be agreed upon by Client and Thrasher.

ELECTRONIC TRANSMITTALS:

a) Client and Thrasher may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreed protocol.

b) If this Offer to Perform Services does not establish protocols for electronic or digital transmittals, then Client and Thrasher shall jointly develop such protocols.

c) When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Sales or Use Taxes. If any governmental entity, has already done so or does so in the future, takes a legislative action that imposes sales tax, additional sales or use taxes on Thrasher's services or compensation under this Offer to Perform Services or any related, associated or other services of any type, then Thrasher may invoice such additional sales or uses taxes for reimbursement by Client. Client shall reimburse Thrasher for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Thrasher is entitled under this Offer to Perform Services.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is entered into and made effective on this 25 day of January ~~2021~~ 2022 ("Effective Date") by and between Harrison County Commission, with a principal place of business located at 301 West Main Street Clarksburg WV 26301, and The Thrasher Group, Inc., a corporation organized under the laws of the State of West Virginia, with a principal place of business located at 600 White Oaks Boulevard, Bridgeport WV, 26330. Under this MSA, the Harrison County Commission shall be called "Company," and The Thrasher Group acting as subcontractor to the Company shall be the "Contractor".

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. **SERVICES**: The scope of Contractor's services ("Services") will be set forth in individual Task Orders. Each Task Order shall be substantially in the form of Exhibit A – Form of Task Order and signed by Company and Contractor, with authorizations for Services pursuant to the Task Order initiated orally or electronically. All work authorized by a Task Order issued under this MSA will be completed in accordance with, and subject to, the Terms and Conditions of this MSA. The Task Order may contain clauses further defining or limiting Contractor's rights and obligations. Such additional clauses are hereby incorporated in this MSA.

2. **PROJECT PERFORMANCE**: Contractor agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of such Services at the time when, and the location where, the Services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Contractor's performance. Contractor also agrees, at its own expense, to re-perform any of the Services not meeting this standard, provided that Contractor is notified by Company in writing of such defect within one year after completion of the Services, and provided such notice specifically includes a request for re-performance. If such deficiencies are not corrected in a timely manner, Company may cause the same to be corrected at Contractor's expense and, without limiting any of its rights, Company may deduct any costs incurred from payments due to Contractor.

3. **TIME OF THE ESSENCE:** Time shall be deemed to be material and stated time limits are of the essence of this MSA. Both parties shall agree and accept all delays in delivering the project in a timely manner.

4. **COMPLIANCE WITH LAW:** Contractor will comply with all applicable laws, regulations, codes, standards. Orders, decrees, and ordinances in force during the term of this MSA, whether enacted or issued prior to or after the Effective Date, and will obtain and pay for all permits and licenses required by law for the performance of the Services.

5. **SAFETY:** Contractor agrees to comply with all applicable safety or training requirements and is fully responsible for the well-being of its employees, independent contractors, agents, subcontractors, invitees, or other personnel under its direction or control while performing Services under this MSA.

   Contractor agrees that, while providing Services under this MSA, Contractor, employees, independent contractors, agents, subcontractors, invitees, or other personnel will observe and comply with all rules, directives, posted signs, and bulletins relating to hazard avoidance, and all Company safety policies and safe work practices. Failure to comply with Company safety policies or applicable Federal, State, and local safety and/or health laws, rules and regulations will be cause for suspension of the Services and/or MSA termination at Company's sole discretion.

The parties agree that Company is not responsible for Contractor's methods or means in carrying out the Services or the safety of Contractor's employees, independent contractors, agents, subcontractors, invitees, or other personnel and that Contractor is not responsible for Company's methods or means in the safety of Company's employees, independent contractors, agents, subcontractors, invitees, or other personnel. Contractor will indemnify and hold harmless Company and the Client from any and all claims arising from injury to or death of Contractor's employees, independent contractors, agents, subcontractors, invitees, or other personnel while working under this MSA. Company will indemnify and hold harmless Contractor from any and all claims arising from injury to or death of Company's or Client's employees or directed personnel while working under this MSA.

6. **CONFIDENTIALITY:** The term "Confidential Information" as used herein means any information regarding a party or its clients, subsidiaries, or affiliates (a "Disclosing Party") obtained by the other party (a "Receiving Party") from or through a Disclosing Party. Receiving Party agrees to respect and maintain confidential information with regard to Disclosing Party's non-public, proprietary, and confidential information including, but not limited to, information pertaining to suppliers, customer lists, technical and non technical information, techniques, models, financial data, expenses, pricing, terms, conditions, processes, sources, key business objectives, intellectual property, and strategies. Software, intellectual property, and drawings developed by Company at its own cost and used during the course of execution of Task Orders authorized under this MSA will remain the sole property of, and owned by, the Company. Contractor will have the right to use any such software and drawings created for a Task Order only during the course of execution of the Task Order.

   The use and disclosure of confidential information will not apply to information that (a) was known to the Contractor prior to receipt from Company; or (b) becomes publicly known other than through the Contractor; (c) is disclosed pursuant to the requirements of a governmental authority or judicial order; (d) became available to the Receiving Party on a non confidential basis from a source other than the Disclosing Party, provided that the source of such information is not known to the Receiving Party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information; or (e) was independently developed by the Receiving Party without reference to the confidential information, provided such independent development can reasonably be proven by the Receiving Party.

7. **PROMOTION, COMMUNICATION WITH CLIENT, AND DELIVERABLES:** Contractor agrees that it must have prior written consent from Company to use the project, its work products under this MSA, or Company's or Client's name in promotional material (including but not limited to personnel resumes), publicity releases, or advertising. Contractor agrees not to communicate directly with Company's Client regarding the Services or the furnishing of goods or deliverables, unless specifically authorized by Company in writing.

   Contractor agrees to provide Company with one electronic and one paper copy of all field notes, drawings, reports, application materials, prints and/or plans prepared under the terms of this MSA upon completion of the Services. More frequent distribution of deliverables or copies of work products may be required under Task Orders.

8. **REPORTING**: Contractor will report the following information to Company on a monthly basis for the project(s) (or more frequently or in more detail as defined by Task Orders) and such information may be relied upon by the Company:

a The state of completion of the Services in a format that depicts actual progress against that which was forecast by Contractor in an action plan or proposal, or agreed to in a Task Order authorized under this MSA.
b Total budget consumed per authorized task.
c. The estimated cost to complete the Services, defined by task.

9. **INSURANCE:** Contractor will purchase and/or maintain such commercial general liability, workers' compensation, automobile liability insurance and other insurance policies as is appropriate for the Services being performed under this MSA. Contractor agrees to maintain required insurance at its sole expense throughout the term of this MSA and for three (3) years after substantial completion of the Services. Minimum insurance requirements, which may be further defined in Task Orders executed under this MSA, include:
    a. Commercial and General Liability insurance with a limit of $2,000,000 for any one occurrence and in the aggregate.
    b. Commercial Automobile Liability Insurance to a combined single limit of $2,000,000 for liability arising out of bodily injury or property damage, covering all vehicles whether owned, non-owned, hired, leased, rented, operated, or licensed by Contractor, and utilized in connection with or incidental to the Services.
    c. Professional liability insurance to a limit of $2,000,000 per claim and in the aggregate for damages incurred by reason of any negligent act, error or omission committed, or alleged to have been committed, by Contractor.
    d. To the extent that Contractor provides or arranges (directly or through subcontractors of any tier) for the handling, storage, disposal or transportation of pollutants or hazardous materials in any form, or if Contractor performs any of the Services at Company's location or at a Client location, Contractor will ensure that Contractor's Pollution Liability Insurance to a limit of $2,000,000 for any one occurrence and in the aggregate.
    e. Where applicable, Contractor will provide Workers' Compensation insurance for statutory benefits limits of the applicable Labor Code(s) and Workers' Compensation Law(s), and Coverage B – Employer's Liability with minimum limits of $1,000,000 for each accident.

    Contractor will cause Company and Company's officers, directors, employees, trustees, agents, and the Client to be added to the required policies as additional insureds, with respect to any services or operations of Contractor or other insureds, pursuant to or incidental to the Services, but only to the extent of Contractor's indemnity obligations under this MSA. Coverage afforded by the policies required in this section will be primary and all other insurance will be contingent or excess insurance. Contractor shall cause the policies required in this section to include a waiver of subrogation against indemnified parties listed as additional insureds under this Section.

    Prior to providing any Services or commencing any operations of work under Task Orders, Contractor and any parties for whom Contractor is responsible will provide Company with detailed certificates of insurance demonstrating that the requirements of this Section are met. Contractor agrees to provide Company with evidence of compliance with this Section at any time upon written request. All insurance required under this Section will be to the account of Contractor.

10. **INDEMNIFICATION:** Company will indemnify, defend, and hold harmless the Contractor from and against claims, losses, liability demands, damages, and expenses (including reasonable legal costs and fees) arising from or related to negligent acts, omissions and breaches of persons for whom the Company is legally responsible. The Contractor will indemnify, defend, and hold harmless the Company from and against claims, losses, liability, demands, damages, and expenses (including reasonable legal costs and fees)

arising from or related to the Contractor's negligent acts and omissions or breach of contract, and those acts, omissions and breaches of persons for whom Contractor is responsible.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR BREACH OF CONFIDENTIALITY, INFRINGEMENT OF INTELLECTUAL PROPERTY, FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, NEITHER COMPANY NOR CONTRACTOR SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PERFORMING THE WORK, SUCH AS LOSS OF CAPITAL, LOSS OF PRODUCT, LOSS OF PROFIT, LOSS OF USE OF ANY SYSTEM OR OTHER PROPERTY, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, NEITHER CONTRACTOR NOR COMPANY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

EXCEPT WITH REGARD TO GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, A PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TWO TIMES THE VALUE OF THE SERVICES UNDER THE ORDER TO WHICH THE CLAIM RELATES OR ONE (1) MILLION DOLLARS ($1,000,000), WHICHEVER IS GREATER.

11. **FLOW DOWN PROVISION:** Unless otherwise agreed by the parties in writing, Contractor will require, by written agreement, that all subcontractors performing services for or providing equipment or materials to Contractor for any of Contractor's work or Services to Company under this MSA agree to be bound to Contractor and assume toward Contractor all the obligations and responsibilities (specifically including, but not limited to obligations for safety, insurance, and indemnity) that Contractor assumes toward the Company under this MSA.

12. **PAYMENT:** Subject to the limitations provided in this MSA, Company agrees to pay Contractor for all properly performed work reasonably required to accomplish the Services under this MSA. Unless otherwise agreed upon in specific Task Orders, Contractor will be compensated on a time-and-materials basis with task-specific upset limits. Payment will not exceed amounts specified in Task Orders. Unless otherwise specifically set forth in a Task Order, payment terms are net 30 days from receipt of an undisputed invoice.

    Upon receipt of said invoice, COMPANY shall include said invoiced amounts in its next regular billing cycle. In the event of a dispute regarding CONTRACTOR's invoice, COMPANY shall pay all undisputed amounts. CONTRACTOR shall be responsible for the payment of all taxes, licenses and registration fees associated with the performance of the SERVICES, including taxes on income, profit, business, employment and sales. COMPANY shall have no obligation to pay for any SERVICES performed or goods delivered by CONTRACTOR if an accurate and complete invoice is not provided to COMPANY within ninety (90) days of the date of performance or delivery.

    Contractor agrees to mark its final invoice "FINAL," and Company will have no liability or obligation to pay any further invoices received by Contractor unless additional Services are requested by Company in writing.

13. **RECORDS RETENTION:** Contractor agrees to maintain accounting records in accordance with generally acceptable accounting principles and practices to substantiate all invoiced amounts. Such records may include, but are not limited to, payrolls and associated time sheets, daily reports, third-party invoices for materials and supplies consumed, third-party invoices for equipment rentals, employee expense reports,

and inspection reports. Said records will be available for examination by Company during Contractor's normal business hours for a period of six (6) years after Contractor's final invoice to the extent required to verify the costs incurred under this MSA. The audit and examination obligations of this Section 13 do not apply to Services performed on a lump-sum basis.

14. **NON-SOLICITATION OF STAFF:** The Parties each agree that they will not recruit or hire employees of the other who are directly engaged in the work or services provided under this MSA without the prior written consent of the other. Nothing in this MSA shall be interpreted to restrict the recruiting activities of either Party which are not directed toward specific individuals or the hiring of any individual who responds to a job advertisement or posting that is directed to the general public.

15. **DISPUTE RESOLUTION:** Company and Contractor agree that all disputes between them arising out of or relating to this MSA will be submitted to non-binding mediation unless the parties mutually agree otherwise.

16. **SEVERABILITY:** If any term, condition, or covenant of this MSA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MSA will be binding on Contractor and Company.

17. **CHOICE OF LAW:** This MSA will be governed, construed and enforced in accordance with the laws of the State of West Virginia.

18. **ENTIRE AGREEMENT:** This MSA and any associated Task Orders authorized under this MSA represent the entire and exclusive agreement between the Contractor and Company regarding the subject matter. In the event of a conflict among or between this MSA and Task Order(s), the provisions of this MSA will govern. No amendment will be valid unless in writing and signed by Contractor and Company.

19. **TERM AND TERMINATION:** This MSA will continue in full force and effect until terminated by Contractor or Company. This MSA may be terminated at any time by either party should the other party fail to perform its obligations hereunder or due to a Client discontinuing its work with Company. Notice of Termination must be provided in writing and must offer thirty (30) days' notice and a right to cure. Notwithstanding this provision, Contractor agrees that requirements within this MSA relating to insurance and records retention will survive to their described end from the date of termination. Provisions relating to indemnification and choice of law will survive termination of this MSA.

The undersigned parties agree to the terms and conditions described in this Master Services Agreement. By signing this Master Services Agreement, the individuals represent that they have adequate authority to execute this Agreement on behalf of their respective employer.

Other
Sign: Laura Ryan **Date:** 1/25/2022

Name and Title: Laura Ryan Administrator

The Thrasher Group, Inc.

Sign: Chad Bell Date: 1/25/2022

Name and Title: Chad Biller Principal

Exhibit 1
TASK ORDER

Contractor's Legal Name: The Thrasher Group		**Effective Date of this Authorized Task Order:**
Task Order Number: 1	**Company's Project Name:** Shinnston North Bend Rail Trail Connector	**Project Number** (if applicable):
Effective MSA Date:	**Authorized Order Number:**	

1. **SCOPE OF WORK.** Contractor shall perform the following Work:
   - Identify all necessary gaps in the current North Rail Trail to connect Shinnston Rail Trail Head with the North Bend Rail Trail.
   - Identify the most cost-effective way to close those gaps identified above.
   - Complete conceptual plans and estimates for all the gaps identified.
   - Assist the Company with grant applications to fund all the gaps.

2. **AUTHORIZED TASK ORDER PRICE.** The compensation Contractor shall accept and receive for the Work shall be completed on a lump sum basis not to exceed:

• Task 1	$ 5,000
• Subtotal	$ 5,000
• Original Amount	$ 0
• Revised Amount	$ 5,000

3. **MODIFICATION TO SCHEDULE OR COMPLETION OF WORK.** Contractor shall commence performance of the Work on DATE and complete the Work in 30 days.

4. **AGREEMENT**
   This Authorized Change Order is made in consideration for the MSA set forth herein and dated which each Party acknowledges as good, valuable and sufficient consideration.

   This Authorized Task Order is subject to the terms and conditions of the above-referenced MSA.

   All previous written and verbal communications, including but not limited to emails, phone discussions, proposals, meeting notes, and questions and answers, relating or connected to the subject matter of this Authorized Task Order are superseded by this Authorized Task Order.

5. **SIGNATURES**

The Thrasher Group

By: Chad Biller

Name: Chad Biller

Title: Principal

Harrison County Commission

By: Laura Ryan

Name: Laura Ryan

Title: Administrator

United States of America

State of West Virginia

County of Harrison, ss:

A-1

Clerk's Fiduciary Report

Estate from Wednesday, March 1, 2023, through Tuesday, March 7, 2023

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to -wit:

On, Wednesday, March 1, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **WILLIAM CLARK ELLIFRITT**, deceased was referred to **JAMES A VARNER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

On, Friday, March 3, 2023, the following matters were disposed of in the presence of the Clerk:

A duly exemplified copy of the last will and testament of **CHESTER DUANE COPELAND**, deceased, late a resident of PASCO, FLORIDA, was admitted to record.

On, Monday, March 6, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **JULIA B MALONE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

CONNIE WOOFTER MALONE, who was named in the last will and testament of **JULIA B MALONE**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **CECELIA ANN HASTINGS**, deceased, late a resident of MINERAL, WEST VIRGINIA, was admitted to record.

A duly certified copy of the last will and testament of **VERNA MAY POTTS**, deceased, late a resident of WETZEL , WEST VIRGINIA, was admitted to record.

The last will and testament of **DEAN STUART MALONE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

CONNIE RAYE MALONE, who was named in the last will and testament of **DEAN STUART MALONE**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Tuesday, March 7, 2023, the following matters were disposed of in the presence of the Clerk:

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witnesses and the same was admitted to probate and record.

MELANIE SIMMONS, who was named in the last will and testament of **SHIRLEY S SWIGER**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **CLARA ROSE ALTMAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JAMES RICHARD ALTMAN, who was named in the last will and testament of **CLARA ROSE ALTMAN**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

John R Spires
Clerk of the Harrison County Commission

Wednesday, March 22, 2023

Confirmed

A-2

United States of America

State of West Virginia

County of Harrison, ss:

Clerk's Fiduciary Report

Estate from Wednesday, March 8, 2023, through Tuesday, March 14, 2023

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to -wit:

On, Wednesday, March 8, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **JACK ALLEN BUNCH**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

SANDRA O BUNCH, who was named in the last will and testament of **JACK ALLEN BUNCH**, deceased, as EXECUTRIX thereof, qualified as such. Bond was 90,000.00.

On, Thursday, March 9, 2023, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **VICKI IRENE NIDA** was appointed and qualified as ADMINISTRATRIX of the estate of **LAURENCE HARMON NIDA**, deceased. Bond was 60,000.00.

The said estate of **DORSEY PAUL KELLEY**, deceased was referred to **ROBERT L GREER**, a FIDUCIARY COMMISSIONER for the Harrison County, for settlement thereof.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **LACEY ROSS** was appointed and qualified as ADMINISTRATRIX of the estate of **THOMAS EARLE AICHELE**, deceased. Bond was 20,000.00.

On, Friday, March 10, 2023, the following matters were disposed of in the presence of the Clerk:

A duly copy of the last will and testament of **GHISLAINE SUE DOUGLASS**, deceased, late a resident of PLEASANT, WEST VIRGINIA, was admitted to record.

A duly copy of the last will and testament of **ANN L STANDIFORD**, deceased, late a resident of WETZEL, WEST VIRGINIA, was admitted to record.

On, Monday, March 13, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **ELMER LEE ROBINSON**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JANET L ROBINSON, who was named in the last will and testament of **ELMER LEE ROBINSON**, deceased, as ADMINISTRATRIX CTA thereof, qualified as such. Bond was 100,000.00.

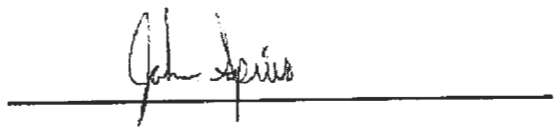
More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **JOHN MILTON IRWIN** was appointed and qualified as ADMINISTRATOR of the estate of **RONDA IRWIN**, deceased. No bond was required.

A duly exemplified copy of the last will and testament of **SHIRLEY QUEEN BOSTIC**, deceased, late a resident of GREENVILLE, SOUTH CAROLINA, was admitted to record.

On, Tuesday, March 14, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **JERRY LEE LEACH**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DEAN LEACH, who was named in the last will and testament of **JERRY LEE LEACH**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.



John R Spires
Clerk of the Harrison County Commission

Wednesday, March 22, 2023

Confirmed

C-1

Sun Valley Public Service District
Regular Board Meeting

Tuesday
March 14, 2022
3:30 PM

AGENDA

1. Call meeting to order
2. Reading of the Minutes and Approval of Check Signing Document
3. Manager's Report
4. Old Business
5. New Business
   A. Open Bids for New Full-Size Extend Bed 4 X 4 Truck.
6. Public Comments
7. Adjournment

C-2

Enlarged Hepzibah Public Service District
Regular Board Meeting

Monday
March 13, 2023
5:00PM

AGENDA

1. Call meeting to order
2. Elect Officers
3. Reading of the Minutes and Approval of Check Signing Document
4. Manager's Report
5. Old Business
6. New Business
   A. Review & Approve 4th Payment Request for Water Project
6. Public Comments
7. Adjournment

THIS MEETING WILL BE HELD AT SUN VALLEY PUBLIC SERVICE DISTRICT'S OFFICE, LOCATED AT 18 SABLE CIRCLE, REYNOLDSVILLE, WV 26422

C-3

CHARLES POINTE COMMUNITY ENHANCEMENT DISTRICT BOARD

SPECIAL MEETING
FRIDAY, MARCH 10, 2023
3:00 PM

AGENDA ITEMS

1. To approve the minutes of the regular meeting of the Charles Pointe Community Enhancement District Board held on December 2, 2022.

2. To consider for adoption a Resolution approving and conditionally authorizing the execution and delivery of a release of the Notice of Lien of Community Enhancement District Assessments on certain residential properties in the Charles Pointe Community Enhancement District.

3. To consider and act upon any measures related to the foregoing agenda items.

/s/ Terri Scoville
Secretary

Sun Valley Public Service District

Regular Board Meeting &
Public Meeting
Wednesday, February 15, 2023

With due notice published and a quorum present, Chairman Dale called the meeting to order: ROLL CALL

Present	Employees	Also Present
Gregg Dale	Kevin Short	Kylea Radcliff/Thrasher
Connor Thompson		Gerald Randolph/Fletcher Heights
Sandra Patterson		

1. **Public Meeting – Phase III B Sewer Project**
   Kevin informed the Board that they were having a Public Meeting to discuss the Proposed Phase III B Wastewater Collection System. Kevin says this project proposes to extend Sanitary Sewer Service to residents in Marion Heights, Fletcher Heights and along Old Davisson Run Road. Kevin said the floor was open for comments. Kylea explained to the Board and Mr. Randolph about the Phase III B Sewer Project in detail. Mr. Randolph said the only reason he came to the meeting was to find out where the rights of way is going to be and where to plant his garden. Kylea explained that we are just in the planning stage of this project and what will be taking place in the coming months and years to all that were in attendance this afternoon.

2. **Approval of Minutes**
   Sandra Patterson made a motion to approve the Regular Board meeting on Monday, January 23, 2023. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

3. **Signing of Checks**
   Sandra Patterson made a motion to approve the Check Signed Document dated 1/19/23 through 2/15/23. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

4. **Lake Floyd Sewer Project**
   Kevin informed the Board that they had a bid under run at Lake Floyd and Kevin had a conversation with the Chairman and the Board Members at Lake Floyd. After their discussion, they added a lot of things they needed and could use, such as a sewer camera and some telemetry. Kylea said that they submitted the bid under run request to the Infrastructure Council and that will be heard at the end of the month. Kylea plans to go to Charleston to talk them through this and to tell them why this is a little bit of a different case. Kylea said that the bids for Lake Floyd expires sometime in April, so the goal is to get that project started and awarded in March as long as we can get through all of the red tape. Kylea said then, it will be eight or nine months of construction before we see them tied on completely to our system. Kevin said he was going to try and set up a conference call with him, Zack Dobbins, Kylea, Logan and Lake Floyd as soon as possible. Kevin said, they could be turning their system

loose around November or December and they still have another year in bond payments to pay. Kevin and Kylea and the Board discussed this in detail.

5. **2019 Water Project**

Kylea informed the Board she has the final substantial completion for the Mid-Atlantic contract. Kylea said they did the partial completion that was basically, putting the tank in service, but this is for the fencing and all of the earth work that needed done. Kylea said that Logan has it dated for December 12, 2022 and we need to execute the certificate for the final substantial completion. After discussion, **Connor Thompson made a motion to accept the certificate, dated December 12, 2022, for the final substantial completion for Mid-Atlantic, Contract II, 2019 Water Project. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

6. **Manager's Report**

A. Kevin provided the Board with copies of the Water and Sewer Bond Payment Schedule and advised the Board that all of the Bond payments are paid to date.

B. Kevin provided the Board with a copy of the Aged Trial Balance sheet and informed them that it was printed before charges were created on January 26, 2023 and discussed.

C. Kevin informed the Board that we had 2 (two) leaks this past month with 1 (one) of them being pretty bad. Kevin provided pictures of the 6" mainline break that happened in Jarvisville behind the Coplin Church. Kevin explained in detail what they had to do to get this break repaired. Kevin said the 2nd leak was the very next day, but it wasn't as bad. The leak was on a service line on Pratt Avenue and it didn't take as long to repair. Kevin and the Board continued discussion on both leaks.

D. Kevin informed the Board that Case NO. 22-1064-PWD-30B, the Sun Valley Public Service District Rule 30B was approved by the PSC (application to pass through increased costs of purchased water from Clarksburg Water Board to our customers). Kevin informed the Board that we have received three or four protest from our customers concerning the rate increase. Kevin and the Board discussed this in detail.

E. Kevin provided the Board with copies of the Vendor Invoice Report for Water & Sewer that is outstanding as of 1/31/23 and discussed.

F. Kevin informed the Board that he would like for them to review the letter from Dave Romano regarding water service on Rush Run. After reviewing the letter, Kevin said his recommendations are that we switch this from his account to our account. Kevin said he is going to have our attorney to write up a response to this stating that we are going to use this site and will waive his charges and penalties, but we are going to use it as a sample site/test station until Mr. Romano needs water, then we can switch it back to his account. After discussion, **Connor Thompson made a motion to write off the balance that David Romano owes and to stop billing him for the 3 (three) years that has a balance of $493.17. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.** **Gregg Dale said for the record, this is in Sun Valley PSD's best financial interest, per our attorney, which will save us money and will provide a sample station for us. **

G. Kevin provided the Board with a copy of the March, 2023 calendar and discussed.

7. **Employee Issues**

Sandra Patterson made a motion to go into Executive Session to discuss Employee Issues. Connor Thompson seconded the motion. All in favor, none opposed and none abstained. Gregg Dale announced that the Board Meeting was back in session.

Sandra Patterson made a motion to give Kevin Short a pay raise, this will take his hourly rate for overtime – anything over 40 hours a week from $30.77 an hour to $32.00 an hour his biweekly salary from $2,461.60 to $2,560.00 This pay raise will be effective with the beginning of the current pay cycle on February 5, 2023. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

Sandra Patterson made a motion to give Rodney Miller a pay raise, with his hourly wage now being $20.82 an hour and with the raise it will be $21.80 an hour. This pay raise will be effective with the beginning of the current pay cycle on February 5, 2023. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

Kevin informed the Board that he hired 2 (two) new servicemen, Harrison Miller started on January 31, 2023 and Boyd (Bo) Pratt started on February 13, 2023.

8. **Next Board Meeting**

Sandra Patterson announced that the next Board meeting would be March 14, 2023.

9. **Adjournment**

There being no further business, **Connor Thompson made a motion to adjourn the meeting. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

Chairman

Treasurer

Secretary

aja

C-5

V E N D O R I N V O I C E R E P O R T

** OPEN INVOICES ** DUE DATE: 2/28/23 ** BANK:ALL **

** REGINNING DATE: 1/01/62 - ENDING DATE: 2/28/23 **

** PAY-TO VENDOR **

ALL FUNDS

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 651 100 00	MAINTENANCE OF MAINS	1	4,710.38	1	4,710.38
B	80 923 400 00	OUTSIDE SERVICES-ACCOUNTING	8	20,325.00	8	20,325.00
B	80 923 425 00	OUTSIDE SERVICES-AUDIT	1	3,650.00	1	3,650.00
B	80 928 000 00	REGULATORY COMMISSION EXPENSE	2	5,537.72	2	5,537.72
B	80 933 000 00	TRANSPORTATION	1	1,747.84	1	1,747.84
	FUND# 80	WATER FUND	13	35,970.94	13	35,970.94
B	81 795 100 00	OUTSIDE SERVICES-ACCOUNTING	26	26,932.90	26	26,932.90
B	81 795 125 00	OUTSIDE SERVICES-AUDIT	1	3,650.00	1	3,650.00
B	81 797 000 00	REGULATORY COMMISSION EXPENSES	2	2,373.30	2	2,373.30
B	81 811 000 00	TRANSPORTATION EXPENSE	1	749.07	1	749.07
	FUND# 81	SEWER FUND	30	33,705.27	30	33,705.27
		ALL FUNDS	43	69,676.21	43	69,676.21