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February 24, 2006

BINGAMON PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)

TO PERSONS ON THE ATTACHED DISTRIBUTION LIST:

Enclosed is your copy of the transcript of documentation for the above-referenced bond issue. Please briefly review this transcript before filing it and call me if you have any questions. It was a pleasure working with you on this issue.

My best regards.

Very truly yours,

A handwritten signature in black ink, appearing to read 'John C. Stump', written over a horizontal line.

John C. Stump

JCS/rmc
Enclosure
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**Bingamon Public Service District
Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)**

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073480.00001

BINGAMON PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2005 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

DATE OF CLOSING: OCTOBER 31, 2005

BOND TRANSCRIPT

STEPTOE & JOHNSON PLLC

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BINGAMON PUBLIC SERVICE DISTRICT

**Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)**

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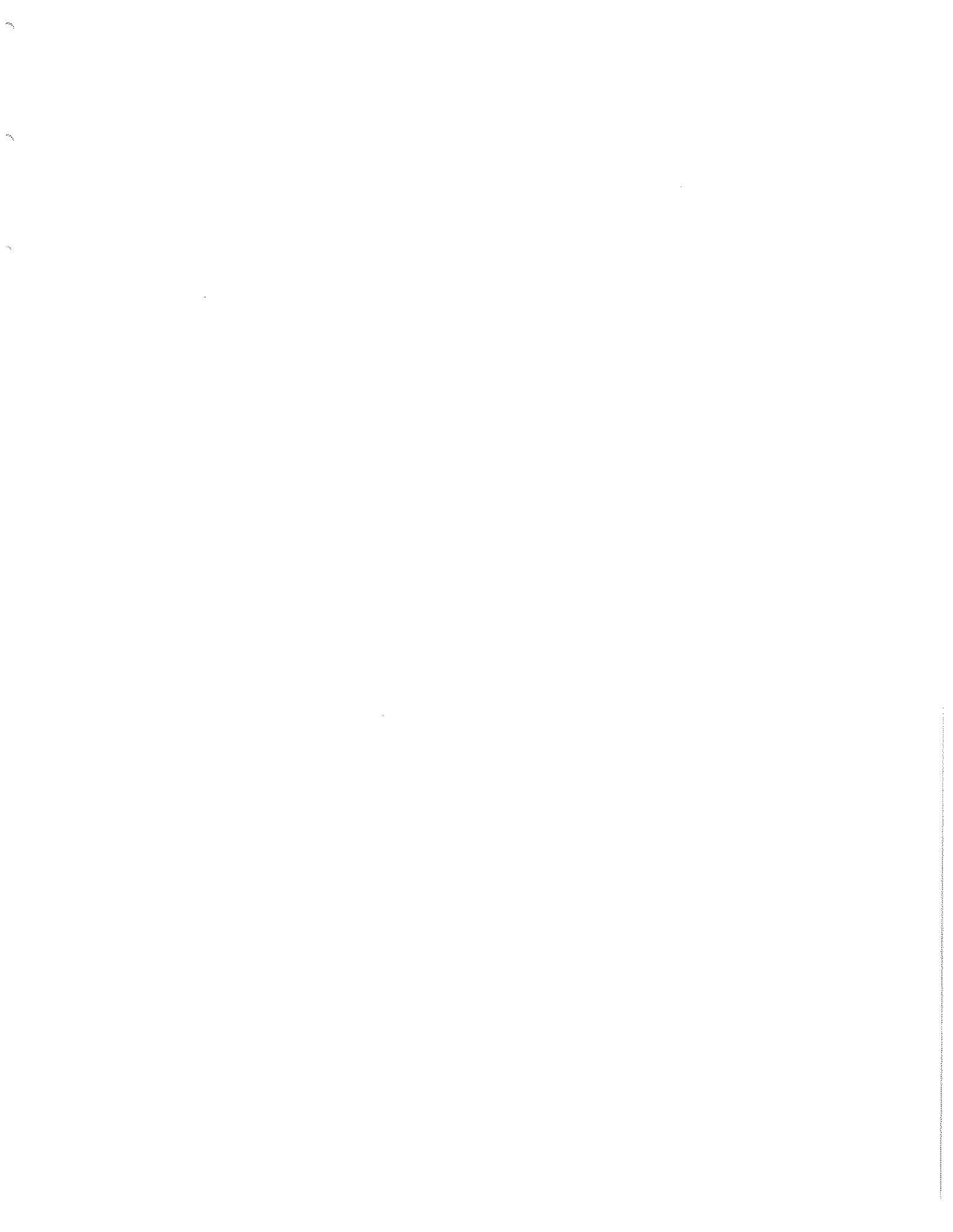
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BINGAMON PUBLIC SERVICE DISTRICT

**Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)**

BOND RESOLUTION

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BINGAMON PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF BINGAMON PUBLIC SERVICE DISTRICT, AND THE FINANCING OF A PORTION OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$600,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2005 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 BINGAMON 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. Bingamon Public Service District (the "Issuer") is a public corporation, public service district and political subdivision of the State of West Virginia in Harrison and Marion Counties of said State, duly merged with the OJW Public Service District pursuant to the Act and governed 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 and improvements 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 acquired and constructed certain additions and improvements to the existing waterworks facilities of the Issuer, consisting of the construction of approximately 22,100 linear feet of 8 inch, 6 inch, 4 inch and 2 inch replacement waterlines, one water storage tank, one water booster pump station upgrade, and radio telemetry to serve approximately 540 existing customers, and 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 acquisition and construction of 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 acquisition and construction of the Project is \$1,385,000 of which not to exceed \$600,000 will be obtained from the proceeds of sale of the Series 2005 A Bonds herein authorized and \$955,000 will be obtained from a grant from the United States Department of Agriculture, Rural Utilities Service.

E. It is necessary for the Issuer to issue its Water Revenue Bonds, Series 2005 A (United States Department of Agriculture), in the aggregate principal amount of not to exceed \$600,000 (the "Series 2005 A Bonds"), to finance a portion of the cost of such acquisition and construction in the manner hereinafter provided. 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 2005 A Bonds prior to, during and for six months after completion of such acquisition and construction of the improvements and extensions; engineering, fiscal agents 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 Project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, and the acquisition and construction of the properties and the placement of same in operation; 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 no outstanding obligations of the Issuer which will rank on a parity with the Series 2005 A Bonds as to liens, pledge and source of and security for payment.

H. It is in the best interest of the Issuer that the Series 2005 A Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letters of Conditions, dated June 21, 2004, 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 2005 A Bonds, or will have so complied prior to issuance of the Series 2005 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 2005 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 2005 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 2005 A Bonds.

"Chairman" means the Chairman of the Governing Body.

"Commission" means the West Virginia Municipal Bond Commission, formerly known as the State Sinking Fund Commission, or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

"Consulting Engineer" means Hornor Brothers Engineers, Clarksburg, 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.

"Depository Bank" means WesBanco Bank, Inc., Shinnston, 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.

"Grants" means, collectively, all grants committed for the Project.

"Herein" or "herein" means in this Bond Legislation.

"Issuer," "Borrower" or "District" means Bingamon Public Service District, a public service district, a public corporation and a political subdivision of the State of West Virginia, in Harrison and Marion Counties, West Virginia, and includes the Governing Body.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated June 21, 2004, 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 2005 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.

"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 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 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, 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 2005 A Bonds" means the Water Revenue Bonds, Series 2005 A (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

"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 not to exceed \$1,385,000, 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 2005 A Bonds hereby authorized shall be applied as provided in Article IV hereof.

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 2005 A Bonds of the Issuer, to be known as "Water Revenue Bonds, Series 2005 A (United States Department of Agriculture)", are hereby authorized to be issued in the principal amount of not more than \$600,000, for the purpose of financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bonds. The Series 2005 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 2005 A Bonds shall bear interest from the date of delivery, payable monthly at the rate of 4.125% per annum, and shall be sold for the par value thereof.

The Series 2005 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 2005 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 2005 A Bonds, and the right to principal of and stated interest on the Series 2005 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 2005 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 2005 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 2005 A Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2005 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 2005 A Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2005 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 2005 A Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2005 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 2005 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 2005 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 2005 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 2005 A Bonds shall cease to be such officer of the Issuer before the Series 2005 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 2005 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 2005 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 2005 A Bonds so surrendered shall be canceled and held for the account of the Issuer. If the Series 2005 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 2005 A Bonds shall be secured forthwith by a first lien on the Net Revenues derived from the System. The Net Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Series 2005 A 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 2005 A Bonds as the same become due.

Section 3.08. Form of Bond. Subject to the provisions hereof, the text of the Series 2005 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:

(FORM OF BOND)

UNITED STATES OF AMERICA
BINGAMON PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2005 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$ _____

No. AR-1

Date: _____

FOR VALUE RECEIVED, BINGAMON 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 28 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 \$ _____, 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, in the sum of the unpaid principal and interest due on the date thereof, and except that 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 _____, 2005, 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.

THERE ARE NO OUTSTANDING OBLIGATIONS OF THE ISSUER WHICH WILL RANK ON A PARITY WITH THE SERIES 2005 A BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT.

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.

IN WITNESS WHEREOF, BINGAMON 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.

BINGAMON PUBLIC SERVICE DISTRICT

[CORPORATE SEAL]

Chairman
Bingamon Public Service District
Post Office Box 87
Wyatt, West Virginia 26463

ATTEST:

Secretary, Public Service Board

(Form of)

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		\$	<u> </u>

(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: _____, _____.

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 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;
- (2) Renewal and Replacement Fund; and
- (3) Project Construction Account.

B. Establishment of Funds and Accounts with Commission. The following special funds or accounts are created 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 2005 A Bonds Reserve Account.

Section 4.02. Bond Proceeds; Project Construction Account . The proceeds of the sale of the Series 2005 A Bonds shall be deposited upon receipt by the Issuer in the Project Construction Account. The monies in the 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 Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Monies in the 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 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 2005 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 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 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 2005 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2005 A Bonds Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 2005 A Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the Holders of the Series 2005 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:

(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 of payment of each installment on the Series 2005 A Bonds, transfer from the Revenue Fund and simultaneously remit to the National Finance Office, the amounts required to pay the interest on the Series 2005 A Bonds and to amortize the principal of the Series 2005 A Bonds over the life of the Bond issue.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit into the Series 2005 A Bonds Reserve Account, an amount equal to 10% of the monthly payment on the Series 2005 A Bonds each month, until the amount in the Series 2005 A Bonds Reserve Account equals the Minimum Reserve; provided that, no further payments shall be made into the Series 2005 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 Minimum Reserve. Monies in the Series 2005 A Bonds Reserve Account shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Series 2005 A Bonds to the National Finance Office as the same shall become due or for prepayment of installments on the Series 2005 A Bonds, or for mandatory prepayment of the Series 2005 A Bonds as hereinafter provided, and for no other purpose; provided, however, earnings from monies in the Series 2005 A Bond Reserve Account, so long as the Series 2005 A Bonds Reserve Requirement is on deposit and maintained therein, shall

be returned not less than once each year, by the Commission to the Issuer, to be deposited in the Revenue Fund.

(4) 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, beginning on the date specified by the Purchaser, but in any event not later than the 12th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, an amount equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Accounts; provided, however, that in the event Revenues are insufficient to fund to the Series 2005 A Bonds Reserve Account in accordance with Section 4.03B above, or a withdrawal of funds from the Series 2005 A Bonds Reserve Account is made, payment of Revenues into the Renewal and Replacement Fund as provided in this Section 4.03B shall not be made, but instead Revenues shall be applied to the replenishment of the Series 2005 A Bonds Reserve Account until such deficiency is cured, at which time payments into the Renewal and Replacement Fund as provided in this Section 4.03B shall resume. Monies in the Renewal and Replacement Fund shall be used first to make up any deficiencies for monthly payments of interest on and principal of the Series 2005 A Bonds as the same become due, and next to restore to the Series 2005 A Bonds Reserve Account any sum or sums transferred therefrom. Thereafter, and provided that payments are current and in accordance with the foregoing provisions, monies in the Renewal and Replacement Fund may be withdrawn by the Issuer and used for replacements, repairs, improvements or extensions to the System.

(5) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds or for any lawful purpose.

Whenever the money in the Series 2005 A Bonds Reserve Account shall be sufficient to prepay the Series 2005 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2005 A Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Commission and the Depository Bank, as applicable, are hereby designated as the Fiscal Agents for the administration of the Series 2005 A Bonds Reserve Account and the Renewal and Replacement Fund. All amounts required for the Series 2005 A Bonds Reserve Account and the Renewal and Replacement Fund 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, the Series 2005 A Bonds Reserve Account and the Renewal and Replacement Fund shall constitute trust funds 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 2005 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.

The Commission and the Depository Bank, at the direction of the Issuer, shall keep the monies in the Series 2005 A Bonds Reserve Account and the Renewal and Replacement Fund, as applicable, 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 Investment Management Board. 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 2005 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 2005 A Bonds, provide evidence that there will be at least 530 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.

Section 4.04. Interim Construction Financing. In order to pay certain costs of the Project pending receipt of proceeds of the Grants and advances of principal of the Series 2005 A Bonds, the Issuer may issue and sell its interim construction notes in an aggregate principal amount not to exceed \$600,000 (the "Notes"). The Notes shall be in the form of a line of credit from a commercial bank or other lender, and the Issuer is hereby authorized to enter into the credit agreement with such commercial bank or other lender. The Notes shall bear interest from the date or dates, at such rate or rates, payable on such dates and shall mature on such date or dates and be subject to such prepayment or redemption, all as provided in the credit agreement.

The Notes shall be special obligations of the Issuer payable as to principal and interest solely from proceeds of the Series 2005 A Bonds or the Grants. The Notes do not and shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions. The general funds of the Issuer are not liable, and neither the full faith and credit nor the taxing power of the Issuer, if any, is pledged for the payment of the Notes. The Holders of the Notes shall never have the right to compel the forfeiture of any property of the Issuer. The Notes shall not be a debt of the Issuer, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the Issuer or upon any of its income, receipts or revenues except as set forth herein.

ARTICLE V

GENERAL COVENANTS, ETC.

Section 5.01. General Statement. So long as the Series 2005 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2005 A Bonds Reserve Account a sum sufficient to prepay the entire principal of the Series 2005 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 2005 A Bonds.

Section 5.02. Rates. 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 will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Series 2005 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.

Section 5.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Series 2005 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 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 than proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Bonds, representing 75% of the then-outstanding principal indebtedness.

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 2005 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 2005 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 2005 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 2005 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 and shall take effect immediately upon the delivery of the Series 2005 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 2005 A Bonds at the date specified for payment thereof; and

(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 2005 A Bonds or herein, or violation of or failure to observe any provision of any pertinent law.

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.

Section 5.09. Fiscal Year; Budget. While the Series 2005 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 2005 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 Final Order of the Public Service Commission of West Virginia, entered on February 4, 2003, in Case No. 02-0524-PWD-19A, which Final Order is 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; Bonds Not Subject to Defeasance. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Series 2005 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 2005 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 2005 A Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Except through direct payment to the Holder of the Series 2005 A Bonds of the outstanding principal of and accrued interest on the Bonds, the Issuer may not defease the Series 2005 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, Secretary and Treasurer of the Governing Body are hereby authorized and directed to cause the Series 2005 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 2005 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).

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.

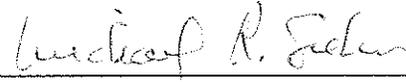
Section 7.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular 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.

Section 7.08. Effective Time . This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted this 22nd day of August, 2005.

BINGAMON PUBLIC SERVICE DISTRICT

A handwritten signature in cursive script, appearing to read "Michael R. Fisher".

Chairman

CERTIFICATION

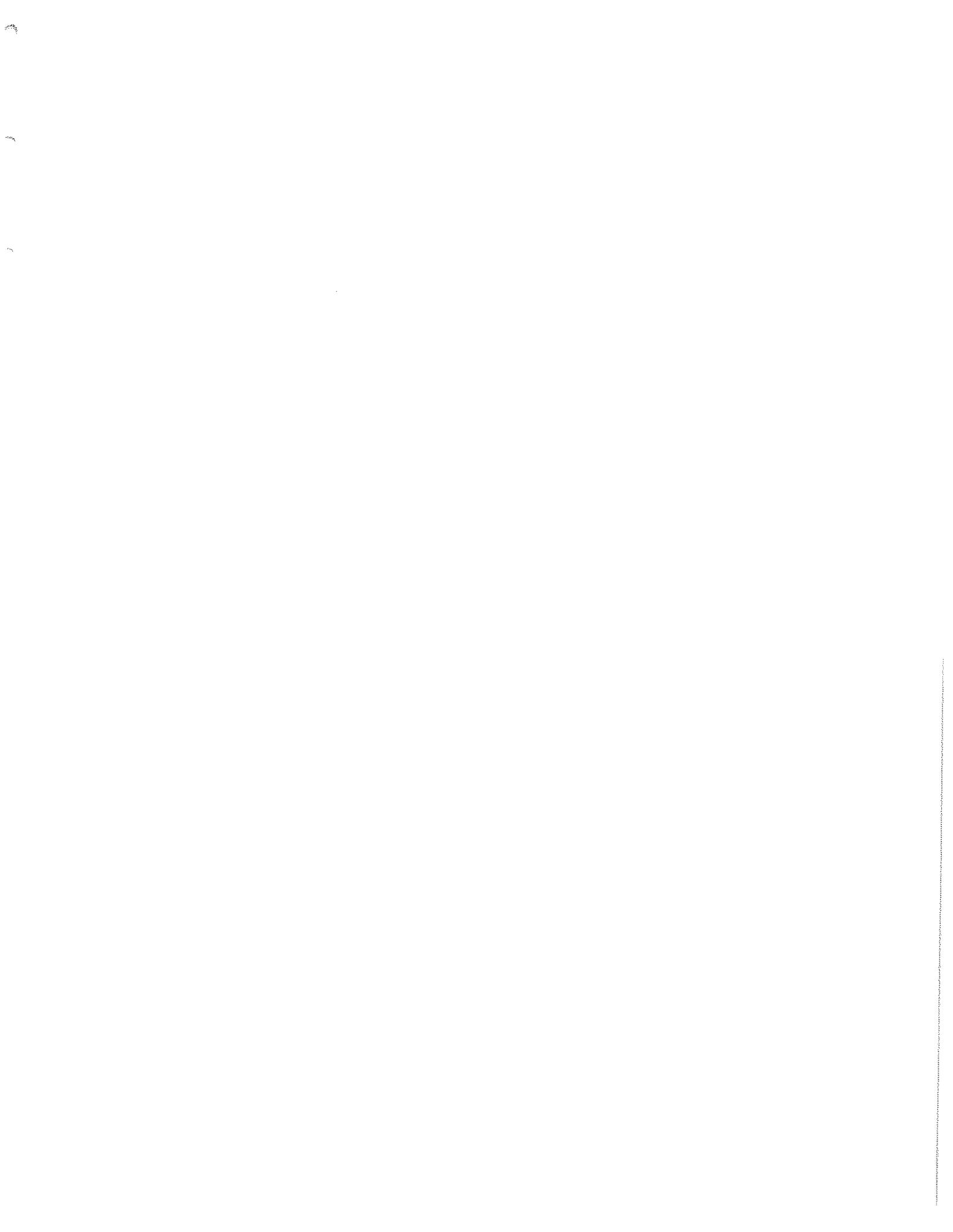
Certified a true copy of a Resolution duly adopted by the Public Service Board of BINGAMON PUBLIC SERVICE DISTRICT on the 22nd day of August, 2005.

Dated: August 22, 2005.

[SEAL]


Secretary

08/18/05
073480.00001



PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Issued: May 2, 2005

FINAL

5-22-05

CASE NO. 05-0010-PWD-CN

BINGAMON PUBLIC SERVICE DISTRICT

Application for a Certificate of Convenience and Necessity to construct approximately 22,100 linear feet of 8 inch, 6 inch, 4 inch and 2 inch replacement waterlines, one water storage tank, one water booster pump station upgrade, and radio telemetry to serve approximately 540 existing customers.

RECOMMENDED DECISION

On January 4, 2005, Bingamon Public Service District ("District") filed with the Public Service Commission ("Commission") an application for a certificate of convenience and necessity to make improvements to its water distribution system in Harrison and Marion Counties. "The project consists of the construction of approximately 22,100 lf of 8", 6", 4" and 2" replacement waterlines, a new 110,000-gallon storage tank, radio telemetry, and the renovation of the existing main Bingamon booster station." The District stated that the project cost was estimated at \$1,035,000, to be financed by a \$430,000 loan from the Rural Utilities Service ("RUS") and a \$605,000 grant from RUS; a commitment letter was attached. The District was proposing no increase in its rates.

On January 4, 2005, the Commission ordered the District to publish a Notice of Filing in Harrison and Marion Counties. The notice provided that any protest be filed within thirty days of the date of publication.

On January 13, 2005, Staff Attorney Rick M. Allen filed an Initial Joint Staff Memorandum, with an attached memorandum from Audra L. Blackwell, of the Engineering Division, and Steve Wilson, of the Water and Wastewater Division.

On January 24, 2005, the District filed affidavits of publication of the notice on January 8, 2005, in the Times West Virginian, published in Marion County, and on January 12, 2005, in The Exponent-Telegram, published in Harrison County.

On January 28, 2005, the Commission, by Order, referred this matter to the Division of Administrative Law Judges ("ALJ Division") for decision on or before August 2, 2005.

On March 29, 2005, the District filed the permit for the project from the State of West Virginia Office of Environmental Health Services, No. 16,368, issued January 19, 2005. The permit stated, "Facilities are being installed to improve the water system hydraulics and to provide fire flows to the Wyatt and Pine Bluff areas[.]"

On April 5, 2005, Mr. Allen filed the Final Joint Staff Memorandum, with an attached memorandum from Ms. Blackwell and Mr. Wilson, which corroborated the statements of the application and further included the following: The District purchases an average of 4,468,000 gallons of water per month from the City of Shinnston; the project will not increase the amount of water that the District will purchase and will add no new customers. The estimated construction cost is \$784,600, and the engineering fees are \$133,000, which is approximately 16% of the construction cost. The project includes approximately 4.2 miles of water line, with a very high customer density of 126 customers per mile. Staff found the proposed project is needed, because it "will improve general water service, distribution, and storage in the existing system, as well as provide fire protection to existing customers who do not currently have it." Staff found the present rates sufficient to provide a cash surplus of \$13,849 and a debt service coverage of 169.49%, well above the 115% required by RUS. Staff recommended that the application be granted, and the project and its funding be approved. In that the project has not been bid, Staff recommended that a copy of the bids be filed as soon as possible and be made part of the record.

On April 15, 2005, the District, by counsel Norman T. Farley, filed a letter agreeing to Staff's recommendations.

FINDINGS OF FACT

1. On January 4, 2005, Bingamon Public Service District filed with the Public Service Commission an application for a certificate of convenience and necessity to make improvements to its water distribution system in Harrison and Marion Counties. "The project consists of the construction of approximately 22,100 lf of 8", 6", 4" and 2" replacement waterlines, a new 110,000-gallon storage tank, radio telemetry, and the renovation of the existing main Bingamon booster station." (See application).

2. A Notice of Filing was published on January 8, 2005, in the Times West Virginian, published in Marion County, and on January 12, 2005, in The Exponent-Telegram, published in Harrison County, and no protest was filed. (See affidavits filed January 25, 2005; case file generally).

3. The project is estimated to cost \$1,035,000, including \$784,600 in estimated construction costs. (See application; Final Joint Staff Memorandum filed April 5, 2005).

4. On January 19, 2005, the State of West Virginia Office of Environmental Health Services issued a permit for the project, Permit No. 16,368, which stated, "Facilities are being installed to improve the water system hydraulics and to provide fire flows to the Wyatt and Pine Bluff areas[.]" (See permit filed March 29, 2005).

5. The project will be funded by a \$430,000 loan from the Rural Utilities Service ("RUS") and a \$605,000 grant from RUS. (See application; Final Joint Staff Memorandum).

6. The District proposed no rate increase, and Staff found that no rate increase was needed. (See application; Final Joint Staff Memorandum).

7. Staff opined that the project is needed because it "will improve general water service, distribution, and storage in the existing system, as well as provide fire protection to existing customers who do not currently have it." Staff recommended that the application be granted, and the project and its funding be approved. In that the project has not been bid, Staff recommended that a copy of the bids be filed as soon as possible and be made part of the record. (See Final Joint Staff Memorandum).

CONCLUSION OF LAW

It is appropriate to grant the application, pursuant to W.Va. Code §§16-13A-25 and 24-2-11, and to approve the project and its funding, because the public convenience and necessity require the project; the funding is appropriate; Staff recommended such approvals; and no protest to such approvals was filed.

ORDER

IT IS, THEREFORE, ORDERED that the application filed on January 4, 2005, by Bingamon Public Service District for a certificate of convenience and necessity to make improvements to the District's water distribution system in Harrison and Marion Counties is granted and the project is approved.

IT IS FURTHER ORDERED that the funding for the project, consisting of a \$430,000 loan, at an interest rate of 4.375% for a term of forty (40) years, and a \$605,000 grant from RUS, is approved.

IT IS FURTHER ORDERED that, if there is any change in the cost of the project, estimated at \$1,035,000, or the terms, conditions or scheduling of the project, Bingamon Public Service District file a petition with the Commission for approval of such revisions.

IT IS FURTHER ORDERED that Bingamon Public Service District file with the Commission as soon as possible a copy of the bids on the project.

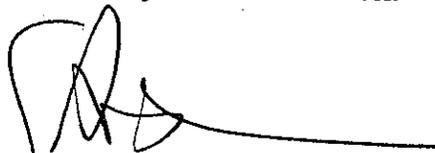
IT IS FURTHER ORDERED that this matter be removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this order upon Commission Staff by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

Leave is hereby granted to the parties to file written exceptions supported by a brief with the Executive Secretary within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

If no exceptions are so filed, this order shall become the order of the Commission, without further action or order, five (5) days following the expiration of the aforesaid fifteen (15) day time period, unless it is ordered stayed or postponed by the Commission.

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's Order by filing an appropriate petition in writing with the Executive Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's Order or Decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.



Sunya Anderson
Administrative Law Judge

SA:s
050010a.wpd

ENTERED

Order Book 05-LL

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

ORIGINAL

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 16th day of August, 2005.

CASE NO. 05-0010-PWD-CN (Reopened)

BINGAMON PUBLIC SERVICE DISTRICT

Petition to reopen for approval of revised financing.

COMMISSION ORDER

By Recommended Decision entered on May 2, 2005 (final May 22, 2005), the Bingamon Public Service District (District) was granted a certificate of convenience and necessity to make improvements to the District's water distribution system in Harrison and Marion Counties. Project funding was approved and consisted of a \$430,000 Rural Utilities Service (RUS) loan, at 4.375% interest for a term of forty years, and a \$605,000 RUS grant.

Due to a bid overrun, the District filed a petition to reopen on July 19, 2005 for approval of revised financing, consisting of an additional \$350,000 RUS grant.

Commission Staff filed an Initial and Final Joint Staff Memorandum on July 27, 2005, noting that as the additional RUS funding consists entirely of a grant, there is no additional cost to the District or an impact on rates. Staff recommended approval of the District's petition.

On August 1, 2005, the District concurred with Staff's recommendation.

DISCUSSION

Upon review of all of the foregoing, the Commission will grant the District's petition and approve the revised financing, consisting of an additional \$350,000 RUS grant.

FINDINGS OF FACT

1. By Recommended Decision entered on May 2, 2005 (final May 22, 2005), the District was granted a certificate of convenience and necessity to make improvements to the District's water distribution system in Harrison and Marion Counties. Project funding was approved and consisted of a \$430,000 RUS loan, at 4.375% interest for a term of forty years, and a \$605,000 RUS grant.
2. Due to a bid overrun, the District filed a petition to reopen on July 19, 2005 for approval of revised financing, consisting of an additional \$350,000 RUS grant.
3. On July 27, 2005, Staff noted that as the additional RUS funding consists entirely of a grant, there is no additional cost to the District or an impact on rates.
4. Staff recommended approval of the District's petition.
5. On August 1, 2005, the District concurred with Staff's recommendation.

CONCLUSION OF LAW

The Commission should grant the District's petition and approve the revised financing, consisting of an additional \$350,000 RUS grant.

ORDER

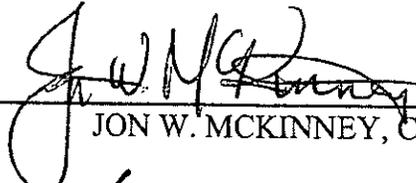
IT IS, THEREFORE, ORDERED that Bingamon Public Service District's petition to reopen is hereby granted.

IT IS FURTHER ORDERED that Bingamon Public Service District's revised financing, consisting of an additional \$350,000 RUS grant, is hereby approved.

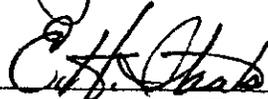
IT IS FURTHER ORDERED that in the event of any change to the funding, terms of financing, plans, or scope of the approved project, the Bingamon Public Service District shall petition the Commission to reopen this proceeding for approval of the same.

IT IS FURTHER ORDERED that, upon entry hereof, this proceeding shall be removed from the Commission's active docket of cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.



JON W. MCKINNEY, CHAIRMAN

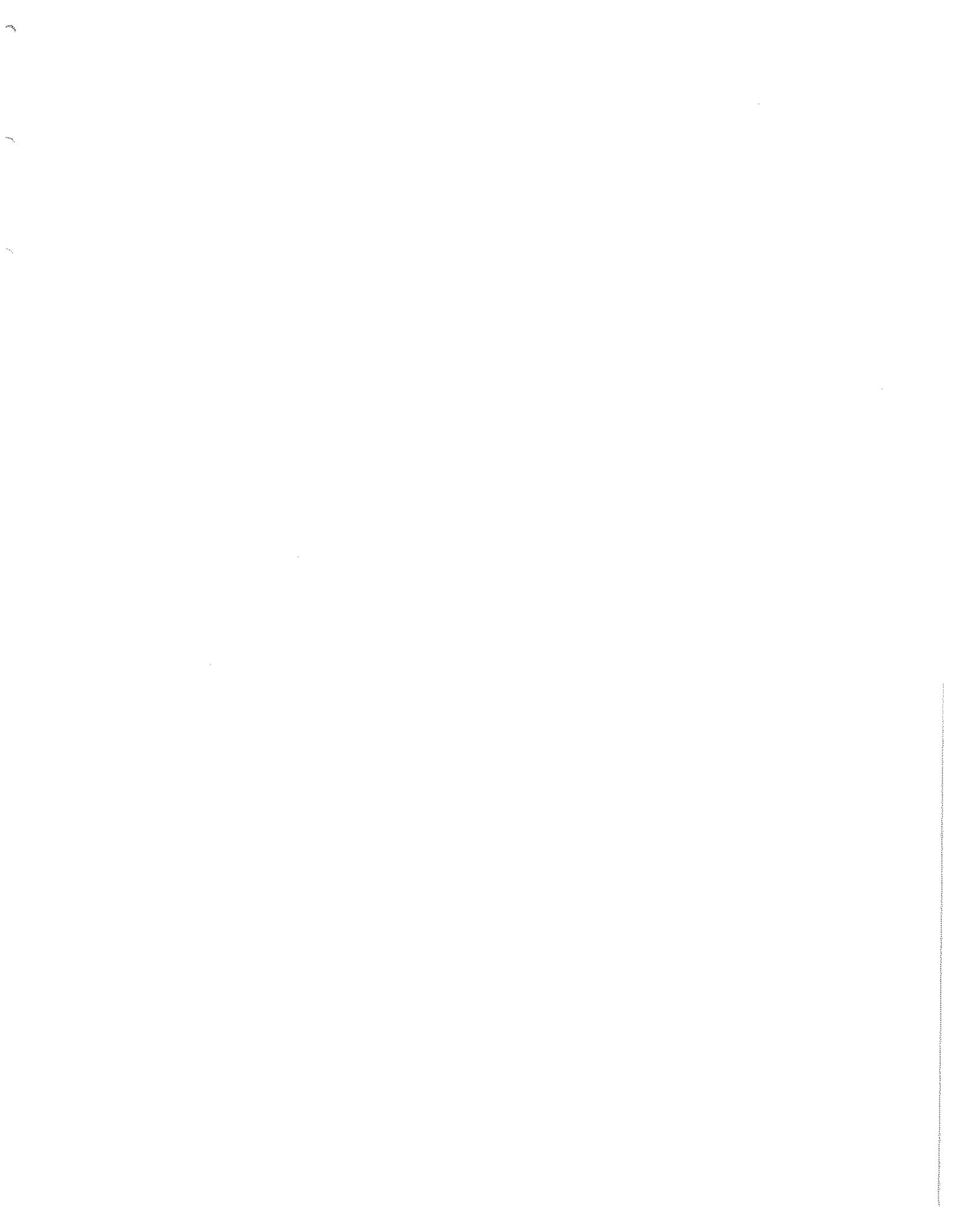


E. H. STAATS, COMMISSIONER



R. MICHAEL SHAW, COMMISSIONER

TBS/ljm
050010ca.wpd



LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE _____ Board

OF THE _____ **Bingamon PSD**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Upgrade Project

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO

WHEREAS, it is necessary for the _____ **Bingamon PSD**
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

FOUR HUNDRED THIRTY THOUSAND AND XX / 100 DOLLARS (\$430,000.00)

pursuant to the provisions of Chapter 16, Article 13A, West Virginia Code ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities, and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 605,000.00

under the terms offered by the Government; that Chairman

and Secretary of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

Yeas 5 Nays 0 Absent 0

IN WITNESS WHEREOF, the Board of the

Bingamon PSD has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 21ST day of June, 2004

Bingamon PSD

(SEAL)

By Lucretia P. Secker

Title Chairman

Attest:

Judith A. McDonough

Title Secretary

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Chairman of the Bingamon PSD

hereby certify that the Board of such Association is composed of

5 members, of whom 5 constituting a quorum, were present at a meeting thereof duly called and

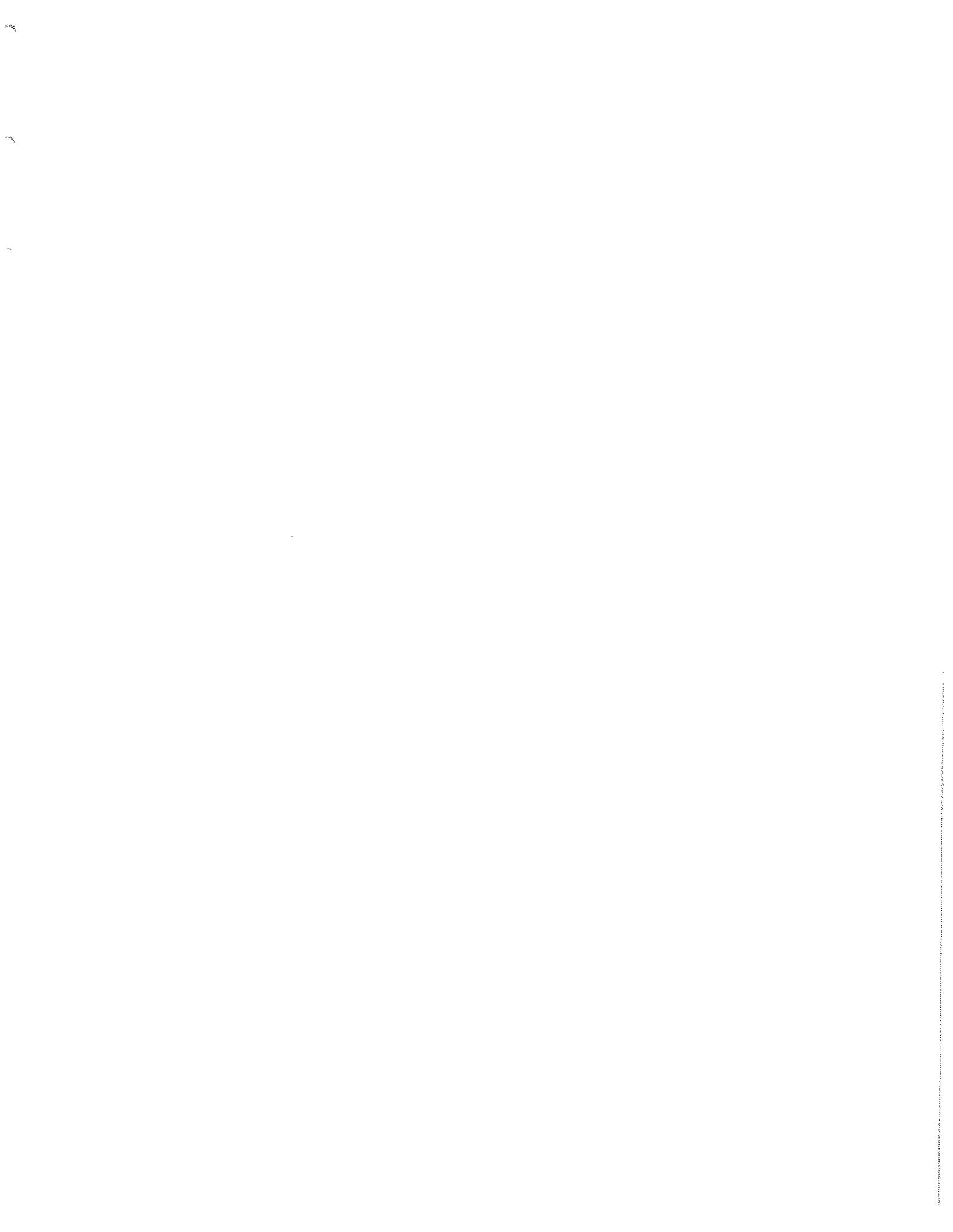
held on the 21st day of June, 2004; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of August 24, 2005 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this 22nd day of August, 2005

Lincoln K. Suter

Title Chairman



BINGAMON PUBLIC SERVICE DISTRICT

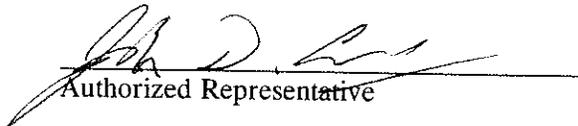
Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)

RECEIPT FOR BOND

The undersigned, authorized representative of the United States Department of Agriculture, Rural Utilities Service, for and on behalf of the United States of America (the "Purchaser"), hereby certifies as follows:

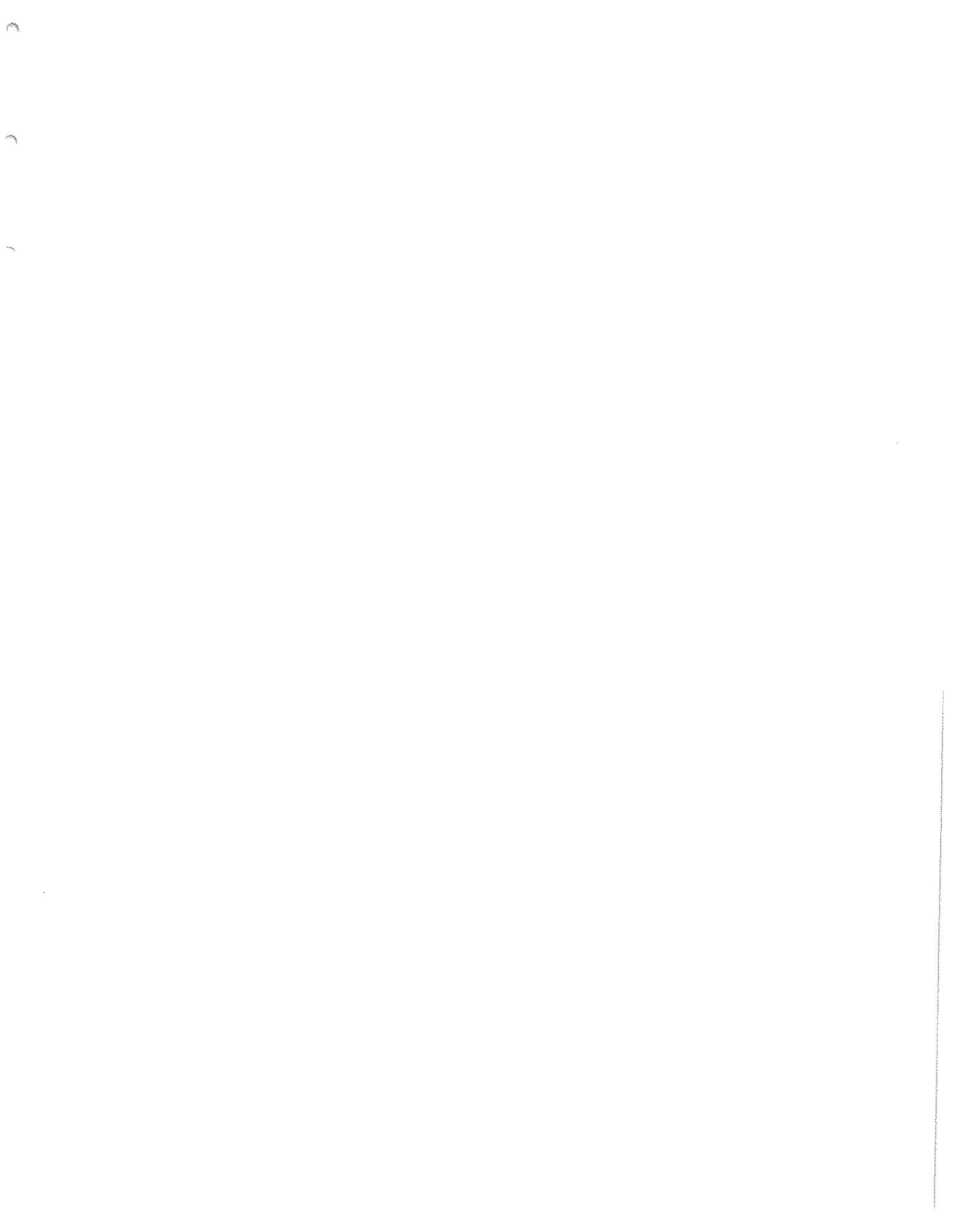
1. On the 22nd day of August, 2005, at Wyatt, West Virginia, the undersigned received for the Purchaser the single, fully registered Bingamon Public Service District Water Revenue Bond, Series 2005 A (United States Department of Agriculture), No. AR-1, in the principal amount of \$430,000 (the "Bonds"), dated the date hereof, bearing interest at the rate of 4.125% per annum, payable in monthly installments as stated in the Bonds. The Bonds represent the entire above-captioned Bond issue.
2. At the time of such receipt, the Bonds had been executed and sealed by the designated officials of the Public Service Board of Bingamon Public Service District (the "Issuer").
3. At the time of such receipt, there was paid to the Issuer the sum of \$99,300.00, being a portion of the principal amount of the Bonds. Further advances of the balance of the principal amount of the Bonds will be paid to the Issuer as acquisition and construction of the Project progresses.

WITNESS my signature on this 24th day of August, 2005.


Authorized Representative

08/22/05
073480.00001





CGIMEN

UNITED STATES OF AMERICA
BINGAMON PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2005 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$430,000

No. AR-1

Date: August 24, 2005

FOR VALUE RECEIVED, BINGAMON 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 HUNDRED THIRTY THOUSAND DOLLARS (\$430,000), plus interest on the unpaid principal balance at the rate of 4.125% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 28 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 \$1,871, 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, in the sum of the unpaid principal and interest due on the date thereof, and except that 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 August 22, 2005, 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.

THERE ARE NO OUTSTANDING OBLIGATIONS OF THE ISSUER WHICH WILL RANK ON A PARITY WITH THE SERIES 2005 A BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT.

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.

IN WITNESS WHEREOF, BINGAMON 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.

BINGAMON PUBLIC SERVICE DISTRICT

[CORPORATE SEAL]



Chairman
Bingamon Public Service District
Post Office Box 87
Wyatt, West Virginia 26463

ATTEST:



Secretary, Public Service Board

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$ 99,300.00	August 24, 2005	(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 \$

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:

08/12/05
073480.00001



UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
BINGAMON PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2005 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

REGISTRATION BOOKS

(No writing on these Books except by the Issuer as Registrar)

<u>Bond No.</u>	<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Secretary of Registrar</u>
<u>AR-1</u>	<u>August 22, 2005</u>	<u>United States of America</u>	<u><i>Judith A. McDonough</i></u>
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August 24, 2005

Bingamon Public Service District
Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)

Bingamon Public Service District
Wyatt, West Virginia

United States Department of Agriculture
Elkins, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Bingamon Public Service District in Harrison and Marion Counties, West Virginia (the "Issuer"), of its \$430,000 Water Revenue Bonds, Series 2005 A (United States Department of Agriculture), dated the date hereof (the "Bonds"), pursuant to Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act"), and a resolution of the Issuer duly adopted August 22, 2005 (the "Resolution"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the representations of the Issuer contained in the Resolution and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is a duly created and validly existing public service district and public corporation and a political subdivision of the State of West Virginia, with corporate power to adopt the Resolution, perform the agreements on its part contained therein and issue the Bonds.
2. The Resolution has been duly adopted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.
3. Pursuant to the Act, the Resolution creates a valid lien on the funds pledged by the Resolution for the security of the Bonds.
4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Resolution.

5. The Bonds have not been issued on the basis that the interest thereon is or will be excluded from gross income for federal income tax purposes; therefore, the interest on the Bonds is not excluded from gross income for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

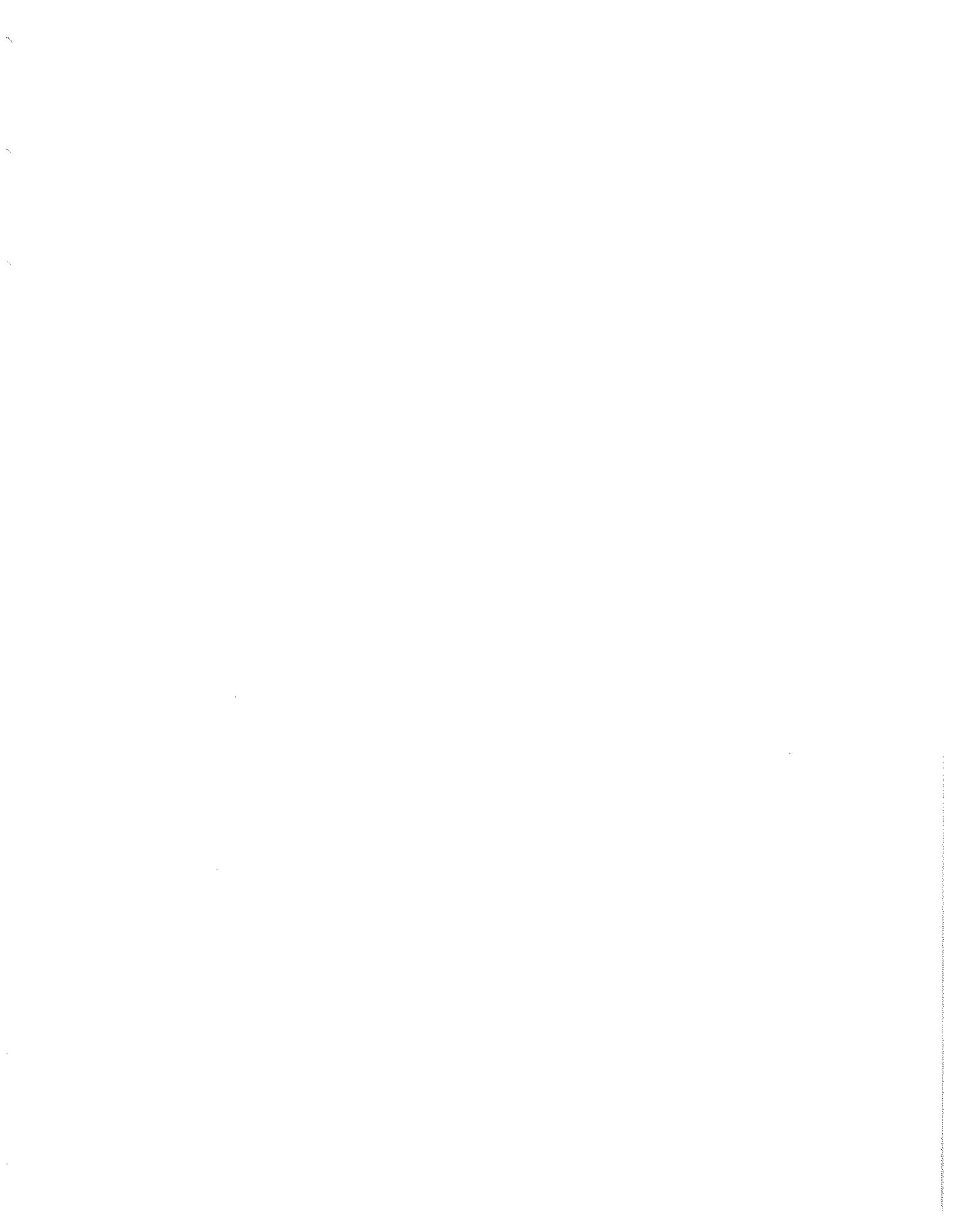
6. The Bonds are, under the Act, exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Bonds is exempt from personal income taxes and corporate net income taxes imposed directly thereon by the State of West Virginia.

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the Resolution and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement thereof may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,



STEPTOE & JOHNSON PLLC



Law Offices

West & Jones

360 Washington Avenue
P. O. Box 2348
Clarksburg, West Virginia 26302-2348

August 24, 2005

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Bingamon Public Service District
Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)

Bingamon Public Service District
Wyatt, West Virginia

United States Department of Agriculture
Elkins, West Virginia

Steptoe & Johnson PLLC
Clarksburg, West Virginia

Ladies and Gentlemen:

We are counsel to Bingamon Public Service District, a public service district in Harrison and Marion Counties, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a resolution of the Issuer duly adopted August 22, 2005 (the "Resolution"), other documents and papers relating to the Issuer and the above-captioned Bonds of the Issuer (the "Bonds") and documents and orders of The County Commission of Harrison County and The County Commission of Marion County relating to the creation and merger of the Issuer and the appointment of members of the Public Service Board of the Issuer. All capitalized terms used in the Resolution and not otherwise defined herein shall have the same meanings as defined in the Resolution when used herein.

Based upon the foregoing, we are of the opinion, under existing law, that:

1. The Issuer is duly created and validly existing as a public service district and as a public corporation and political subdivision of the State of West Virginia.
2. The members and officers of the Public Service Board of the Issuer have been duly, lawfully and properly appointed and elected, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.
3. The Resolution has been duly adopted by the Issuer and is in full force and effect.

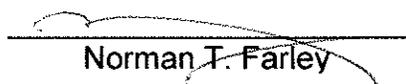
4. The execution and delivery of the Bonds and the consummation of the transactions contemplated by the Bonds and the Resolution, and the carrying out of the terms thereof, do not and will not, in any material respect, to the best of my knowledge, conflict with or constitute, on the part of the Issuer, a breach of or default under any agreement, document or instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, rule, order or decree to which the Issuer is subject.

5. All applicable and necessary permits, licenses, approvals, consents, certificates, orders, exemptions and authorizations required by law for the due creation, merger, and valid existence of the Issuer, the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges have been entered and/or received, including, without limitation, all requisite orders, certificates, consents and approvals from The County Commission of Harrison County, The County Commission of Marion County and the Public Service Commission of West Virginia, and the Issuer has taken any other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges. The Issuer has duly published a notice of the acquisition and construction of the Project, the issuance of the Bonds and related matters, as required under Chapter 16, Article 13A, Section 25 of the West Virginia Code of 1931, as amended, and has duly complied with the provisions thereof.

6. To the best of our knowledge, after due inquiry, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Bonds or the Resolution, the acquisition and construction of the Project, the operation of the System, or the validity of the Bonds, or the collection or pledge of the Net Revenues therefore.

Very truly yours,

West & Jones

By: 
Norman T. Farley

BINGAMON PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)

COMBINED CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. AUTHORIZATION AND AWARD OF BONDS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. SIGNATURES, ETC.
6. CERTIFICATION OF COPIES OF DOCUMENTS
7. INCUMBENCY AND OFFICIAL NAME, ETC.
8. DELIVERY AND PAYMENT AND USE OF PROCEEDS
9. LAND AND RIGHTS-OF-WAY
10. MEETINGS; PUBLICATION AND POSTING OF NOTICES, ETC.
11. CONTRACTORS' INSURANCE, ETC.
12. CONNECTIONS, ETC.
13. MANAGEMENT
14. GRANTS
15. CONFLICT OF INTEREST
16. PROCUREMENT OF ENGINEERING SERVICES
17. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Bingamon Public Service District in Harrison and Marion Counties, West Virginia (the "Issuer"), and the undersigned ATTORNEY for the Issuer, acting for the Issuer and in its name, hereby state and certify in connection with the Bingamon Public Service District Water Revenue Bonds, Series 2005 A (United States Department of Agriculture), No. AR-1, dated the date hereof, fully registered, in the principal amount of \$430,000 and bearing interest at the rate of 4.125% per annum (the "Bonds" or the "Series 2005 A Bonds"), as follows:

1. AUTHORIZATION AND AWARD OF BONDS: The undersigned are authorized to execute this certificate on behalf of the Issuer and are knowledgeable with respect to the matters set forth herein. The entire issue of the Bonds has been duly awarded to the United States of America, acting by the United States Department of Agriculture, Rural Utilities Service (the "Purchaser"), pursuant to a Letter of Conditions of the Purchaser, dated June 21, 2004, and all amendments thereto, and as appears in Section 7.03 of the Resolution of the Issuer duly adopted July 22, 2005, authorizing issuance of the Bonds (the "Resolution" or "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning as defined in the Resolution when used herein. The Bonds are

being issued on this date to finance a portion of the cost of the acquisition and construction of the Project located within the boundaries of the Issuer.

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending, or, to the knowledge of any of the undersigned, threatened, restraining, enjoining or affecting in any manner the issuance and delivery of the Bonds or receipt of any grant monies committed for the System; nor questioning the proceedings and authority by which the Issuer authorized the issuance and sale of the Bonds; nor in any way questioning or affecting the validity of the grants committed for the System or the Bonds, or any provisions made or authorized for the payment thereof, including, without limitation, the pledge or application of any monies or security therefor; nor questioning the existence, powers or proceedings of the Issuer or its Public Service Board (the "Governing Body") or the title of the members and officers thereof to their respective offices; nor questioning the operation of the System or the acquisition and construction of the Project, a portion of the cost of which is being financed out of the proceeds of sale of the Bonds; nor questioning the rates and charges provided for services of the System.

3. **GOVERNMENTAL APPROVALS:** All applicable and necessary approvals, permits, authorizations, registrations, exemptions, consents and certificates required by law for 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 Bonds, have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project were solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

The Issuer has received the Final Order of the Public Service Commission of West Virginia entered on February 4, 2003, in Case No. 02-0524-PWD-19A, approving the rates and charges of the System. The Issuer has also received the Final Order of the Public Service Commission of West Virginia entered on May 22, 2005, and the Commission Order entered on August 16, 2005, in Case No. 05-0010-PWD-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Orders has expired and such Orders are in full force and effect.

4. **NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS:** There has been no adverse change in the financial condition of the Issuer since the approval by the Purchaser of a loan to assist in acquisition and construction of the Project.

There are no outstanding obligations of the Issuer which will rank on a parity with the Series 2005 A Bonds as to liens, pledge and source of and security for payment.

5. SIGNATURES, ETC.: The undersigned Chairman and Secretary did, for the Issuer on the date of delivery of the Bonds on the date hereof, officially execute and seal the Bonds with the official corporate seal of the Issuer, an impression of which seal is on this certificate above our signatures and said officers are the duly elected, appointed, qualified and serving officers as indicated by the official titles opposite their signatures below, and are duly authorized to execute and seal the Bonds for the Issuer.

6. CERTIFICATION OF COPIES OF DOCUMENTS: The copies of the below-listed documents hereto attached or delivered herewith or heretofore delivered are true, correct and complete copies of the originals of the documents of which they purport to be copies, and such original documents are in full force and effect and have not been repealed, rescinded, amended, supplemented or changed in any way unless modification appears from later documents also listed below:

Bond Resolution

Public Service Commission Orders

United States Department of Agriculture Loan Resolution

County Commission Orders Regarding Creation and Merger of the District

County Commission Orders of Appointment of Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Affidavit of Publication on Borrowing

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Resolution and Rules of Procedure, with Notice of Public Hearing

United States Department of Agriculture Letters of Conditions and Closing Instructions

United States Department of Agriculture Grant Agreement

7. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is "Bingamon Public Service District" and its principal office and place of business are in Harrison County, West Virginia. The Issuer is a public service district and public corporation and political subdivision of the State of West Virginia. The governing body of the Issuer is its Public Service Board consisting of five duly appointed, qualified and acting members, whose names and dates of commencement and termination of current terms of office are as follows:

<u>Name</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Judie McDonough	September 10, 2002	September 9, 2008
Effie O'Dell	September 12, 2002	September 11, 2008
Terry Haggerty	September 9, 2002	September 8, 2008
Michael Sieber	June 22, 2005	June 21, 2011
Ed Hildreth	February 25, 2005	February 24, 2011

The names of the duly elected, appointed, qualified and acting officers of said Public Service Board of said Issuer for the calendar year 2005 are as follows:

Chairman	-	Michael Sieber
Secretary	-	Judie McDonough
Treasurer	-	Effie O'Dell

The duly appointed and acting General Manager for the Issuer is Nancy Moore. The duly appointed and acting counsel to the Issuer is West & Jones, Clarksburg, West Virginia.

8. DELIVERY AND PAYMENT AND USE OF PROCEEDS: On the date hereof, the Bonds were delivered to the Purchaser at Wyatt, West Virginia, by the undersigned Chairman for the purposes set forth herein, and at the time of such delivery the Bonds had been duly and fully executed and sealed on behalf of the Issuer in accordance with the Bond Resolution.

At the time of delivery of the Bonds, the amount of \$99,264.90 was received by the undersigned Chairman, being a portion of the principal amount of Bonds. Further advances of the balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

The Bonds are dated the date hereof, and interest on advances of the principal thereof at the rate of 4.125% per annum is payable from the date of each such advance.

The Bonds and the entire proceeds thereof will be used for the purposes herein set forth and for no other purposes.

9. **LAND AND RIGHTS-OF-WAY:** All land in fee simple and all rights-of-way and easements necessary for the acquisition, construction, operation and maintenance of the Project and the System have been acquired or can and will be acquired by purchase, or if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bonds.

10. **MEETINGS; PUBLICATION AND POSTING OF NOTICES, ETC.:** All actions, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the acquisition, construction, operation and financing of the Project and the System were authorized or adopted at meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly appointed, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

11. **CONTRACTORS' INSURANCE, ETC.:** All contractors will be required to maintain Workers' Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Letter of Conditions of the Purchaser, as amended, and the Bond Resolution.

12. **CONNECTIONS, ETC.:** The Issuer will serve at least 530 bona fide full-time users upon the System on completion, in full compliance with the requirements and conditions of the Purchaser.

13. **MANAGEMENT:** The Issuer has heretofore delivered to the Purchaser a plan concerning operation and management of the System, which plan was found to be acceptable by such Purchaser.

14. **GRANTS:** As of the date hereof, the grant from the United States Department of Agriculture in the amount of \$955,000 is committed and in full force and effect.

15. CONFLICT OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bonds, the Bond Resolution and/or the Project, including, without limitation, with respect to the Depository Bank, as defined in the Bond Resolution. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

16. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds.

17. EXECUTION OF COUNTERPARTS: This document may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same document.

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WITNESS our signatures and the official seal of BINGAMON PUBLIC SERVICE DISTRICT on this 24th day of August, 2005.

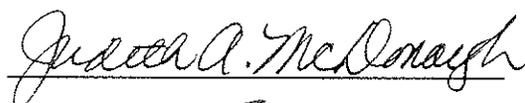
[CORPORATE SEAL]

SIGNATURE

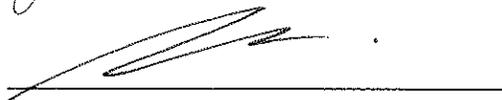
OFFICIAL TITLE



Chairman



Secretary



Attorney for Issuer

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BINGAMON PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)

ENGINEER'S CERTIFICATE

I, Paul A. Hornor III, Registered Professional Engineer, West Virginia License No. 10,281, of Hornor Brothers Engineers, Clarksburg, West Virginia, hereby certify that my firm is the engineer for the acquisition and construction of certain additions and improvements (the "Project") to the existing waterworks system (the "System") of Bingamon Public Service District (the "Issuer"), to be acquired and constructed in Harrison and Marion Counties, West Virginia, which acquisition and construction are being financed in whole or in part by the above-captioned bonds of the Issuer.

I further certify that the Project will, to the best of my knowledge, be constructed in accordance with plans and specifications prepared by my firm and that the System and the Project are situate wholly or chiefly within the boundaries of the Issuer.

I further certify that the Project is adequate for the purpose for which it was designed and that all necessary governmental approvals, consents, authorizations, certificates and permits for the acquisition and construction thereof have been obtained or can and will be obtained.

WITNESS my signature on this 24th day of August, 2005.

HORNOR BROTHERS ENGINEERS



Paul A. Hornor III, P.E.
West Virginia License No. 10,281

08/06/05
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At a regular term of the County Court of Harrison County, held at the Courthouse of said County, Commissioners Morgan, Balkmap, and Rittenhouse present, thereat on the 16th day of September, 1966, the following order was made and entered, to-wit:

County Court

Bingamon Public Service District

On the 15th day of September, 1966, at a regular session of the Court came Roderick A. Devison, Attorney at Law, representing a group of legal voters and real property owners residing in the communities of Wyatt, Peora and Pine Bluff, Eagle and Clay Magisterial Districts, Harrison County, West Virginia, and presented a petition signed by 131 residents of the above described area and moved the Court to fix a date for hearing on the creation of a public service district to serve the residents of these communities with a water distribution system.

Upon consideration whereof the Court is of opinion that a hearing should be held and it is ORDERED, ADJUDGED and DECREED that a hearing be held to consider the creation of the proposed public service district, on October 13, 1966, at 10:00 o'clock A. M. in the Hearing Room of the County Court of Harrison County. It is further ordered that this Court publish a notice as provided by law fixing the date of hearing.

It is ordered that this Court be now adjourned until Saturday morning, September 17th, 1966, at 10:00 o'clock.

W. E. Morgan

President

Deputy Clerk
Clerk

Frank J. McInnis

Attest:
by

State of West Virginia

At a regular term of the county court of Harrison County, West Virginia held at the Court House of Said County, Commissioners Morgan, Belknap and Rittenhouse being present thereat on the 14th day of October, 1966 the following order was made and entered to-wit:

County Court

Order Creating Public Service District for Water Supply Services to be called "Bingamon Public Service District"

On the 13th day of October, 1966, came a Committee composed of C. W. Cunningham and RODERICK A. DEVISON, Attorney for the petitioners, and this proceeding came on to be heard.

Thereupon, upon the petitions and the motion for the creation of a public service district for water services as provided for in Article 13-A of Chapter 16 of the Code of the State of West Virginia heretofore filed, the said Committee, by Counsel, informed the Court that there are no incorporated towns or cities nor any other public service districts lying within the boundaries of the said proposed Public Service District, and moved the Court for the creation of a public service district embracing the communities of Wyatt, Peers and Pine Bluff, Eagle, and Clay Magisterial Districts, Harrison County, West Virginia, as shown on a map attached hereto and made a part hereof, and more particularly described as follows.

All of Eagle Magisterial District except the Town of Lumberport and that portion of Clay Magisterial District lying between the Marion-Harrison County line and Bingamon Creek.

Thereupon, the petitioners filed certified copies of a notice published in the Clarksburg Exponent, a newspaper of general circulation in the area, which notice was published pursuant to the order entered by this Court on the 15th day of September, 1966.

And now came the said Committee, and directed the Court's attention to their motion in writing for an order of the Court appointing three capable and discreet persons as Board Members to take charge of the operation of the proposed public service district, and conduct and manage the same in the manner provided by law, and moved for a hearing on said motion. Whereupon the Court heard further evidence discussed and testimony adduced by petitioners.

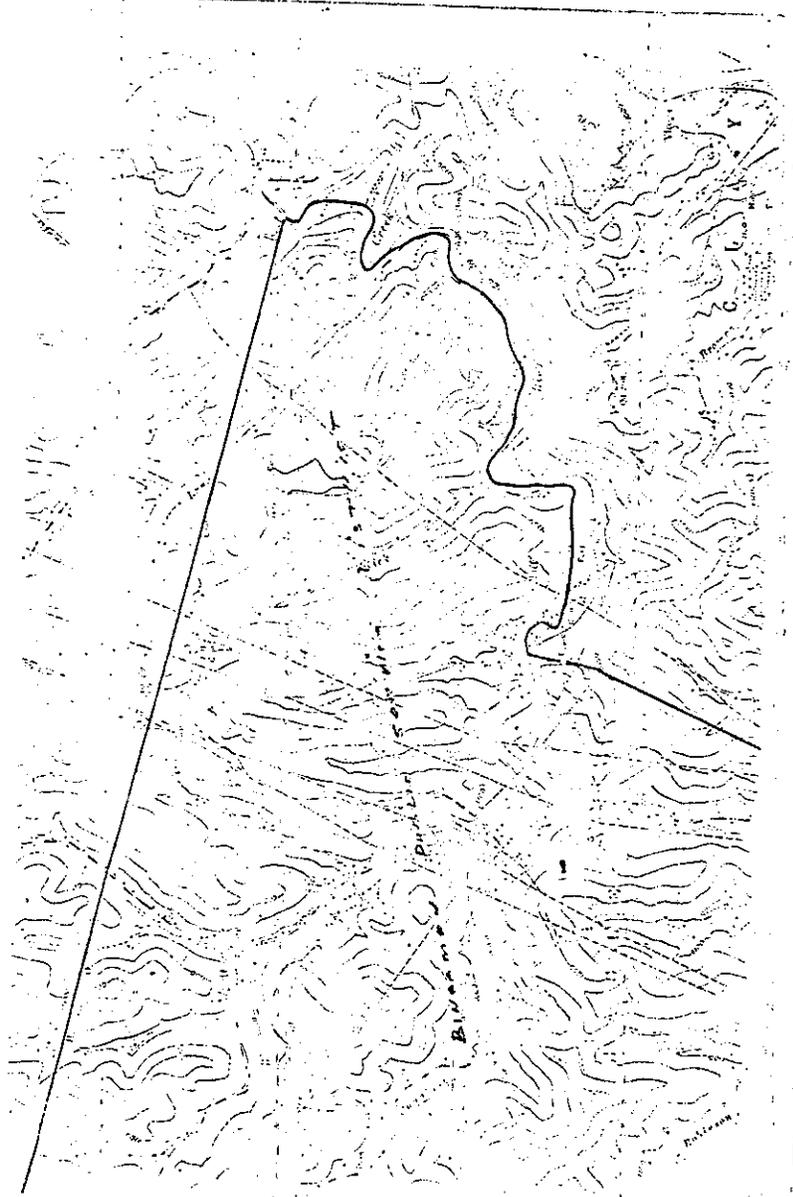
Upon consideration whereof the Court is of opinion that the petition heretofore filed contains the names of 131 property owners and legal voters and residents of the proposed district and that the said public service district for water services in said above described area should be created. It is therefore ORDERED, ADJUDGED and DECREED that the said public service district be and the same is hereby created, as described above, and as shown on the map filed with the proceeding. It is further ordered that the name of the said district be called "BINGAMON PUBLIC SERVICE DISTRICT".

It is further ordered and adjudged and decreed that C. W. Cunningham, L. J. Ashcraft,

ORDERS—Commissioners Madison County Court, W. Va.

REGULAR Session Held Thursday, October 13th, 1966

and O. S. Scott be and the same are hereby appointed board members with terms as follows: Six (6) years, Four (4) years, and Two (2) years, respectively, the terms to run from the date hereof. It is further ordered that the said board members be sworn in by the Court and that they are to take charge of the said Public Service District and to conduct and manage the same in the manner provided by law. All of which is accordingly ordered and adjudged.



G. O. Book 43 159 A Copy

Attest

Frank Marshall

Clerk

By

J. B. Jones

Deputy Clerk

County Court

Order Creating Public Service District for Water
Supply Services to be called "Bingamon Public Service
District"

On the 13th day of October, 1966, came a Committee composed of C. W. Cunningham and RODERICK A. DEVISON, Attorney for the petitioners, and this proceeding came on to be heard.

Thereupon, upon the petitions and the motion for the creation of a public service district for water services as provided for in Article 13-A of Chapter 16 of the Code of the State of West Virginia heretofore filed, the said Committee, by Counsel, informed the Court that there are no incorporated towns or cities nor any other public service districts lying within the boundaries of the said proposed Public Service District, and moved the Court for the creation of a public service district embracing the communities of Wyatt, Peora and Pine Bluff, Eagle, and Clay Magisterial Districts, Harrison County, West Virginia, as shown on a map attached hereto and made a part hereof, and more particularly described as follows.

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Thereupon, the petitioners filed certified copies of a notice published in the Clarksburg Exponent, a newspaper of general circulation in the area, which notice was published pursuant to the order entered by this Court on the 15th day of September, 1966.

And now came the said Committee, and directed the Court's attention to their motion in writing for an order of the Court appointing three capable and discreet persons as Board Members to take charge of the operation of the proposed public service district, and conduct and manage the same in the manner provided by law, and moved for a hearing on said motion. Whereupon the Court heard further evidence discussed and testimony adduced by petitioners.

Upon consideration whereof the Court is of opinion that the petition heretofore filed contains the names of 131 property owners and legal voters and residents of the proposed district and that the said public service district for water services in said above described area should be created. It is therefore ORDERED, ADJUDGED and DECREED that the said public service district be and the same is hereby created, as described above, and as shown on the map filed with the proceeding. It is further ordered that the name of the said district be called "BINGAMON PUBLIC SERVICE DISTRICT".

It is further ordered and adjudged and decreed that C. W. Cunningham, L. J. Ashcraft,

ORDERS—Commissioners, Harrison County Court, W. Va.

REGULAR

Session Held

Thursday, October 13th,

1966

and O. S. Scott be and the same are hereby appointed board members with terms as follows: Six (6) years, Four (4) years, and Two (2) years, respectively, the terms to run from the date hereof. It is further ordered that the said board members be sworn in by the Court and that they are to take charge of the said Public Service District and to conduct and manage the same in the manner provided by law. All of which is accordingly ordered and adjudged.



STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 43 at Page 159, of said records.

Given under my hand and Seal of said Office, this 6th day of April 2005.



Clerk, Harrison County Commission

State of West Virginia

At a regular term of the County Court of Harrison county, West Virginia held at the Court House of said County, Commissioners, Belknap Boyce and McCarthy being present thereat on the 30th day of January, 1969 the following order was made and entered to-wit:

Bingamon Public Service District Notice of Public Hearing on Enlargement

The Court, a majority of its members being present and voting, does hereby unanimously adopt the following order on its own motion upon good cause being shown therefor:

BE IT RESOLVED AND ORDERED, that on the 30 day of January, 1969, pursuant to West Virginia Code, Chapter 16, Article 13A, as amended, the County Court of Harrison County does hereby propose the amendment of the boundary lines of the BINGAMON PUBLIC SERVICE DISTRICT, Harrison County, West Virginia, amending the boundary lines of the area embraced in the original boundary lines of said District.

1. The territory to be included in said public service district shall be that embraced within the following boundaries:

BEGINNING at a point in the Harrison County-Marion County line, in Secondary Highway 40/4, at latitude North 39° 26' 46" and longitude West 80° 21' 48" and running thence with said county line South 83° 00' East 1.20 miles;

ORDERS—Commissioners Harrison County Court, W. Va.

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Regular

Session Held

Thursday, January 30th.

19 69

THENCE leaving said county line and running South 39° 20' East 1.90 miles to a point in Secondary Highway 8 at about one-half (1/2) mile easterly from its intersection with Secondary Highway 8/2, at latitude North 39° 25' 08" and longitude West 80° 18' 22";

THENCE running South 9° 40' West 2.10 miles to a point at the West Fork River to the corporation limits of the City of Shinston, West Virginia;

THENCE West 1.12 miles;

THENCE North 63° 30' West 1.33 miles to a point in secondary highway 6/8;

THENCE North 1.17 miles;

THENCE West 2.47 miles to a point at latitude North 39° 25' and longitude West 80° 24' 02";

THENCE North 1.25 miles to a point at latitude North 39° 26' 05" and longitude West 80° 24' 02";

THENCE East 0.78 mile;

THENCE North 57° 50' East 1.45 miles to the beginning, containing 11.6 square miles in the Eagle and Clay Magisterial Districts of Harrison County, West Virginia, as shown upon map prepared by J. H. Miam, Inc., dated August 1, 1968, entitled BINGAMON PUBLIC SERVICE DISTRICT, EAGLE AND CLAY MAGISTERIAL DISTRICTS, HARRISON COUNTY, WEST VIRGINIA.

Boundary line maps of the area to be embraced by said Public Service District as originally and presently proposed are included in the file and expressly made a part hereof.

2. Communities within the area to be embraced in the proposed amended boundary lines are: Prospect Valley, Peora, Cunningham Run, Wyatt, Dixie and Pine Bluff.

The Public Service District will not include within its boundaries any city, incorporated town or other municipal corporation having a population in excess of 3,000 persons.

3. The Public Service District proposes to construct a water distribution system in the area to be embraced within the boundary lines as proposed, to be used for the benefit of residents in said area.

The estimated number of potential water users to be served is 256, and the estimated population to be served is 775.

4. There shall be a public hearing before this Court on the 3rd day of MARCH, 1969, at 10:00 o'clock a.m., upon the proposed amendment of the boundary lines of the Bingamon Public Service District, at which hearing all persons residing within or owning or having any interest in property in the area to be included or excluded from the boundaries of the Bingamon Public Service District shall have an opportunity to be heard for and against such inclusion or exclusion, and this Court shall at such hearing consider and determine the feasibility and desirability of the amendment of the boundary line of said public service district and shall adopt such resolutions and orders as may be proper.

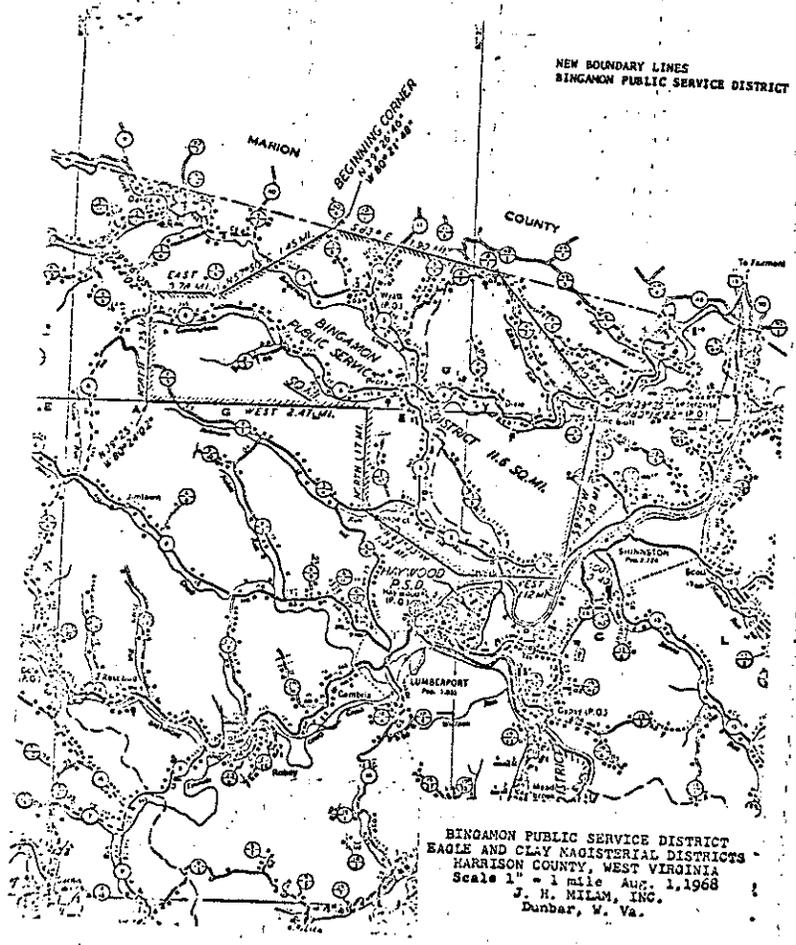
ORDERS—Commissioners Harrison County Court, W. Va.

Regular Session Held

Thursday, January 30th

19 69

5. The Clerk of this Court shall cause notice of such hearing and the time and place thereof, including the above revised description of the territory proposed to be included within said public service district, to be given by publication once in a newspaper published and of general circulation in Harrison County at least ten days prior to such hearing.



BINGAMON PUBLIC SERVICE DISTRICT
DESCRIPTION

BEGINNING at a point in the Harrison County-Marion County line, in secondary highway 40/4, at latitude North 39°26'46" and longitude West 80°21'48" and running thence with said county line South 83°00' East 1.90 miles;

THENCE leaving said county line and running South 39°20' East 1.90 miles to a point in secondary highway 8 at about one-half (½) mile easterly from its intersection with secondary highway 8/2, at latitude North 39°25'08" and longitude West 80°18'22";

THENCE running South 9° 40' West 2.10 miles to a point at the West Fork river to the corporation limits of the City of Shinnston, W. Va.;

THENCE West 1.12 miles;

THENCE North 63° 30' West 1.33 miles to a point in secondary highway 6/8;

THENCE North 1.17 miles;

THENCE West 2.47 miles to a point at latitude North 39° 25' and longitude West 80°24'02";

THENCE North 1.25 miles to a point at latitude North 39°26'05" and longitude West 80°24'02";

THENCE East 0.78 mile;

THENCE North 57° 50' East 1.45 miles to the BEGINNING, containing 11.6 square miles in the Eagle and Clay magisterial districts of Harrison County, West Virginia, as shown on map prepared by J. H. MILAM, INC., dated August 1, 1968, entitled BINGAMON PUBLIC SERVICE DISTRICT, EAGLE AND CLAY MAGISTERIAL DISTRICTS, HARRISON COUNTY, W. Va.

J. H. MILAM, INC.,
CONSULTING ENGINEERS
1214 Myers Avenue
Dunbar, W. Va. 25064
Phone: Area Code 304
768 - 7354

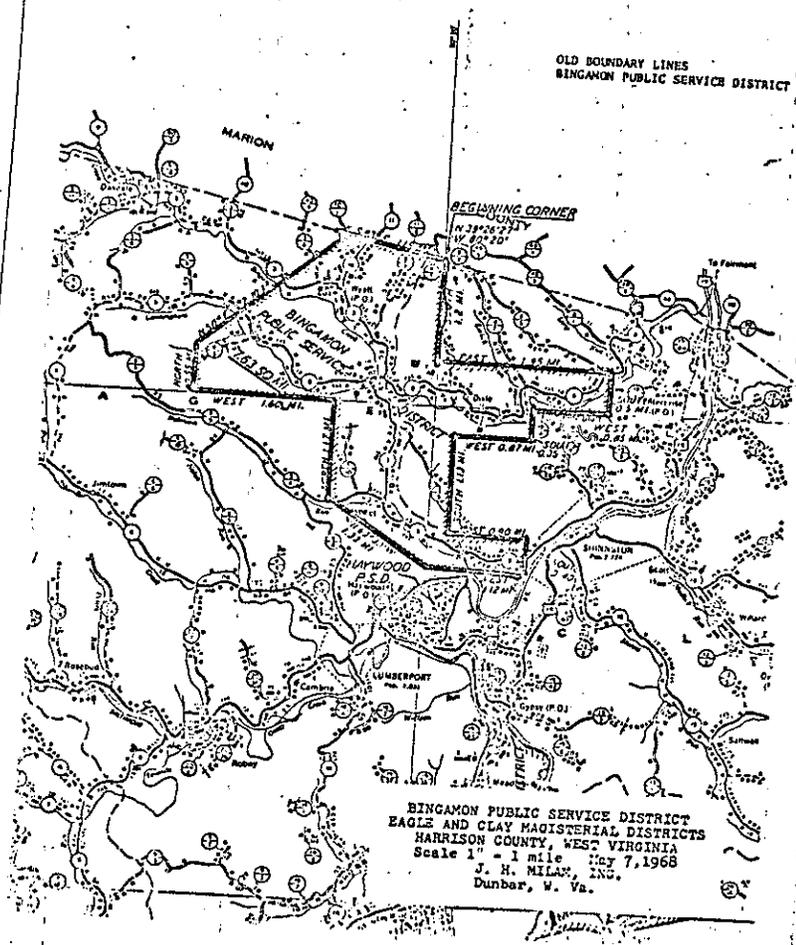
8/1/68

ORDERS—Commissioners Harrison County Court, W. Va.

Regular Session Held

Thursday, January 30th,

19 69



It is ordered that this Court be now adjourned until Friday, January 31, 1969 at 10:00 o'clock

Dwight Bellamy President

O. Book 44 page 122 A Copy

Attest *Frank Maul* Clerk

By *J. J. Jones* Deputy Clk

ORDERS—Commissioners Harrison County Court, W. Va.

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REGULAR

Session Held

Friday, March 7th,

19 69

Bingamon Public Service District

Order Approving enlargement

At a regular Term of the County Court of Harrison County, West Virginia, held at the Courthouse of said County, a majority of the members being present thereat, on the 7th day of March, 1969, the following order was made and entered, to-wit:

BINGAMON PUBLIC SERVICE DISTRICT:

On the 7th day of March, 1969, a day of the regular term of the County Court of Harrison County, held at the Courthouse of said County, a majority of the members being present thereat, being the day to which the public hearing on the amendment of the boundary lines of the Bingamon Public Service District of Harrison County, West Virginia, was continued by order of the said Court, the said Public Hearing having been originally set for March 3, 1969, and continued because of a lack of a quorum. The following officers of the Bingamon Public Service District Board and other interested parties were present on March 3, 1969, to-wit:

Carl Fortney, Chairman	Box 85, Wyatt, West Virginia
Mrs. Ruby A. Strother, Secretary	Route 1, Box 56, Chinnston, W. Va.
Effie M. O'Dell, Treasurer	Wyatt, West Virginia
Mrs. Edith Watson	Route 1, Chinnston, West Virginia
Mrs. Lillie Griffin	Wyatt, West Virginia
Rev. and Mrs. Russell McQuaid	Wyatt, West Virginia
Mrs. Wayne H. Cunningham, Sr.	Route 1, Chinnston, West Virginia
Mrs. N.E. Fortney	Wyatt, West Virginia
Mr. and Mrs. Ira Fortney	Route 1, Chinnston, West Virginia
Mrs. Robert Bradshaw	Route 1, Chinnston, West Virginia
Mr. and Mrs. Glen T. Griffin	Route 2, Mannington, West Virginia
Mrs. Maxine Zirkle	Route 1, Chinnston, West Virginia
Mr. Oren Zirkle	Route 1, Chinnston, West Virginia
Mr. and Mrs. Wayne Cunningham, Jr.	Route 1, Chinnston, West Virginia

The said Public Hearing being for the purpose of amending the boundary lines of the area embraced in the original boundary lines of said District, as contemplated and provided for in a resolution and order adopted by the County Court on the 30th day of January, 1969; the President of the Court announced that due publication of notice of such public hearing had been made in the Clarksburg Exponent, on February 12th, 1969 as appears from a Certificate of Publication tendered to the County Court and not filed herein, such notice stating that all persons residing in or owning or having any interest in property in the area to be included or excluded from the boundaries of the Bingamon Public Service District desiring to be heard for or against the amending of the boundary lines of the District would be heard. All such interested persons desiring to be heard were given full opportunity at the hearing held on this date, and a number of persons testified in favor of such amendment and none in opposition thereto.

then
The County Court further discussed the amendment of the boundary lines of the Bingamon Public Service District, whereupon, on majority vote of the Commissioners, the following order and resolution was adopted, effective immediately:

ORDERS—Commissioners Harrison County Court, W. Va.

REGULAR

Session Held

Friday, March 7th

19 69

ORDER AND RESOLUTION amending the boundary lines of the BINGAMON PUBLIC SERVICE DISTRICT in Harrison County, West Virginia.

WHEREAS, the County Court of Harrison County did heretofore by a resolution and order adopted on the 13th day of October, 1966, create the BINGAMON PUBLIC SERVICE DISTRICT for the purpose of constructing, maintaining, operating, improving and extending water and sewerage services and facilities within the territory to the extent permitted by law; and

WHEREAS, the County Court of Harrison County, West Virginia, did heretofore, by a resolution and order adopted January 30, 1969, fix a date for a public hearing on the amending of the boundary lines of the area embraced in the original boundary lines of the Binghamon Public Service District and in and by said resolution and order provide that all persons residing in or owing or having any interest in property in the area to be included or excluded from the boundaries of the Binghamon Public Service District might appear before the County Court at this meeting and have the opportunity to be heard for and against the amending of the boundary lines of the District; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13A of Chapter 16 of the West Virginia Code, and all interested persons having been afforded an opportunity to be heard for and against the amending of the boundary lines of the area embraced in the original boundary lines of said District, and no written protest having been filed by the requisite number of qualified voters registered and residing in said area to be included or excluded from the Public Service District or otherwise, and said County Court having given due consideration to all matters for which such hearing was had; and

WHEREAS, said County Court is of opinion and hereby determines that the amendment of the boundary lines of the area embraced in the original boundary lines of the Public Service District is feasible, and that water and sewerage services conducive to the preservation of public health, comfort and convenience of residents of the area to be served by the Binghamon Public Service District, a Public Service District organized and existing under and by virtue of the laws hereinbefore referred to, located in Harrison County, and that a resolution and order amending the boundary lines of the area embraced in

the original boundary lines of said Singamon Public District should be adopted.

NOW, THEREFORE, Be It, and It is Hereby Ordered and Resolved by the County Court of Harrison County, West Virginia, as follows:

1.

The territory to be included in said Public Service District shall be that embraced within the following boundaries:

BEGINNING at a point in the Harrison County-Marion County line, in Secondary Highway 40/4, at latitude North $39^{\circ} 26' 46''$ and longitude West $80^{\circ} 21' 48''$ and running thence with said county line South $83^{\circ} 00'$ East 1.90 miles;

THENCE leaving said county line and running South $39^{\circ} 20'$ East 1.00 miles to a point in Secondary Highway 8 at about one-half (1/2) mile easterly from its intersection with Secondary Highway 8/2, at latitude North $39^{\circ} 25' 08''$ and longitude West $80^{\circ} 18' 22''$;

THENCE running South $9^{\circ} 40'$ West 2.10 miles to a point at the West Fork River to the corporation limits of the City of Shinnston, West Virginia;

THENCE West 1.12 miles;

THENCE North $63^{\circ} 30'$ West 1.33 miles to a point in secondary highway 6/8;

THENCE North 1.17 miles;

THENCE West 2.47 miles to a point at latitude North $39^{\circ} 25'$ and longitude West $80^{\circ} 24' 02''$;

THENCE North 1.25 miles to a point at latitude North $39^{\circ} 26' 05''$ and longitude West $80^{\circ} 24' 02''$;

THENCE East 0.72 mile;

THENCE North $57^{\circ} 50'$ East 1.45 miles to the beginning, containing 11.6 square miles in the Eagle and Clay Magisterial Districts of Harrison County, West Virginia, as shown upon map prepared by J. H. Milan, Inc., dated August 1, 1968, entitled SINGAMON PUBLIC SERVICE DISTRICT, EAGLE AND CLAY MAGISTERIAL DISTRICTS, HARRISON COUNTY, WEST VIRGINIA.

ORDERS—Commissioners Harrison County Court, W. Va.

Session Held

19

11.

In all other respects the order and resolution of this Court, dated the 13th day of October, 1966, creating the BINGAMEN PUBLIC SERVICE DISTRICT in Harrison County, West Virginia, remains unchanged, binding and effective as entered in the Court's General Order Book No. 43, at page 159.

STATE OF WEST VIRGINIA
At a regular term of the County Court of Harrison County, West Virginia, held at the court house of said county, on the 7th day of March, 1969, the following order was made and entered to-wit:

Form B-14

PUBLISHER'S CERTIFICATE

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON:

I, W. L. Cook

Business Manager of THE CLARKSBURG EXPONENT, a newspaper of general circulation published in the City of Clarksburg, County and State aforesaid, do hereby certify that the annexed

Notice - Binghamon Public Service District.

was published in said CLARKSBURG EXPONENT one time, on the 12th day of February 1969.

The publisher's fee for said publication is \$ 43.05

W. L. Cook
Business Manager of The Clarksburg Exponent



Subscribed and sworn to before me this 12th day of February 1969.

Margaret Ann Hinton
Notary Public of Harrison County, W. Va.

My commission expires on the 15th day of June 1976.

It is ordered that the Court be now adjourned until Saturday, March 8th, 1969 at 10:00 o'clock

State of West Virginia:

At a regular term of the county court of Harrison County, West Virginia held at the court house of said county, Commissioners Belknap, Boyce and McCarthy being present thdreat on the 7th day of March, 1969 the above order was made and entered to-wit

G. O. Book 44 pg 145 A Copy

Attest Frank J. Maxwell Clerk

ORDERS—Commissioners Harrison County Court, W. Va.

REGULAR

Session Held

Friday, March 7th,

1969

Bingamon Public Service District Order approving enlargement

At a regular Term of the County Court of Harrison County, West Virginia, held at the Courthouse of said County, a majority of the members being present thereat, on the 7th day of March, 1969, the following order was made and entered, to-wit:

BINGAMON PUBLIC SERVICE DISTRICT

On the 7th day of March, 1969, a day of the regular term of the County Court of Harrison County, held at the Courthouse of said County, a majority of the members being present thereat, being the day to which the public hearing on the amendment of the boundary lines of the Bingamon Public Service District of Harrison County, West Virginia, was continued by order of the said Court, the said Public Hearing having been originally set for March 3, 1969, and continued because of a lack of a quorum. The following officers of the Bingamon Public Service District Board and other interested parties were present on March 3, 1969, to-wit:

- | | |
|------------------------------------|------------------------------------|
| Carl Fortney, Chairman | Box 85, Wyatt, West Virginia |
| Mrs. Ruby A. Strother, Secretary | Route 1, Box 56, Shinnston, W. Va. |
| Effie M. O'Dell, Treasurer | Wyatt, West Virginia |
| Mrs. Edith Watson | Route 1, Shinnston, West Virginia |
| Mrs. Lillie Griffin | Wyatt, West Virginia |
| Rev. and Mrs. Russell McQuaid | Wyatt, West Virginia |
| Mrs. Wayne R. Cunningham, Sr. | Route 1, Shinnston, West Virginia |
| Mrs. M. E. Fortney | Wyatt, West Virginia |
| Mr. and Mrs. Ira Fortney | Route 1, Shinnston, West Virginia |
| Mrs. Robert Bradshaw | Route 1, Shinnston, West Virginia |
| Mr. and Mrs. Glen T. Griffin | Route 2, Mannington, West Virginia |
| Mrs. Maxine Zirkle | Route 1, Shinnston, West Virginia |
| Mr. Oren Zirkle | Route 1, Shinnston, West Virginia |
| Mr. and Mrs. Wayne Cunningham, Jr. | Route 1, Shinnston, West Virginia |

The said Public Hearing being for the purpose of amending the boundary lines of the area embraced in the original boundary lines of said District, as contemplated and provided for in a resolution and order adopted by the County Court on the 30th day of January, 1969; the President of the Court announced that due publication of notice of such public hearing had been made in the Clarksburg Exponent, on February 12th, 1969 as appears from a Certificate of Publication tendered to the County Court and not filed herein, such notice stating that all persons residing in or owning or having any interest in property in the area to be included or excluded from the boundaries of the Bingamon Public Service District desiring to be heard for or against the amending of the boundary lines of the District would be heard. All such interested persons desiring to be heard were given full opportunity at the hearing held on this date, and a number of persons testified in favor of such amendment and none in opposition thereto.

then

The County Court further discussed the amendment of the boundary lines of the Bingamon Public Service District, whereupon, on majority vote of the Commissioners, the following order and resolution was adopted, effective immediately:

6
ORDERS—Commissioners Harrison County Court, W. Va.

REGULAR Session Held Friday, March 7th 1969

ORDER AND RESOLUTION amending the boundary lines of the BINGAMON PUBLIC SERVICE DISTRICT in Harrison County, West Virginia.

WHEREAS, the County Court of Harrison County did heretofore by a resolution and order adopted on the 13th day of October, 1966, create the BINGAMON PUBLIC SERVICE DISTRICT for the purpose of constructing, maintaining, operating, improving and extending water and sewerage services and facilities within the territory to the extent permitted by law; and

WHEREAS, the County Court of Harrison County, West Virginia, did heretofore, by a resolution and order adopted January 30, 1969, fix a date for a public hearing on the amending of the boundary lines of the area embraced in the original boundary lines of the Bingamon Public Service District and in and by said resolution and order provide that all persons residing in or owing or having any interest in property in the area to be included or excluded from the boundaries of the Bingamon Public Service District might appear before the County Court at this meeting and have the opportunity to be heard for and against the amending of the boundary lines of the District; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13A of Chapter 16 of the West Virginia Code, and all interested persons having been afforded an opportunity to be heard for and against the amending of the boundary lines of the area embraced in the original boundary lines of said District, and no written protest having been filed by the requisite number of qualified voters registered and residing in said area to be included or excluded from the Public Service District or otherwise, and said County Court having given due consideration to all matters for which such hearing was had; and

WHEREAS, said County Court is of opinion and hereby determines that the amendment of the boundary lines of the area embraced in the original boundary lines of the Public Service District is feasible, and that water and sewerage services conducive to the preservation of public health, comfort and convenience of residents of the area to be served by the Bingamon Public Service District, a Public Service District organized and existing under and by virtue of the laws hereinbefore referred to, located in Harrison County, and that a resolution and order amending the boundary lines of the area embraced in

LAW OFFICES
MORGAN & CAIN
SULLY, ONE
SULLY BLDG.
CHARLESTON, W. VA.

ORDERS—Commissioners Harrison County Court, W. Va.

Session Held

1968

the original boundary lines of said Bingham Public District should be adopted.

NOW, THEREFORE, Be It, and It Is Heroby Ordered and Resolved by the County Court of Harrison County, West Virginia, as follows:

I.

The territory to be included in said Public Service District shall be that embraced within the following boundaries:

BEGINNING at a point in the Harrison County-Marion County line, in Secondary Highway 40/4, at latitude North 39° 26' 46" and longitude West 80° 21' 48" and running thence with said county line South 83° 00' East 1.90 miles;

THENCE leaving said county line and running South 39° 20' East 1.90 miles to a point in Secondary Highway 8 at about one-half (1/2) mile easterly from its intersection with Secondary Highway 8/2, at latitude North 39° 25' 08" and longitude West 80° 18' 22";

THENCE running South 9° 40' West 2.10 miles to a point at the West Fork River to the corporation limits of the City of Shinnston, West Virginia;

THENCE West 1.12 miles;

THENCE North 65° 30' West 1.33 miles to a point in secondary highway 6/8;

THENCE North 1.17 miles;

THENCE West 2.47 miles to a point at latitude North 39° 25' and longitude West 80° 24' 02";

THENCE North 1.25 miles to a point at latitude North 39° 26' 05" and longitude West 80° 24' 02";

THENCE East 0.78 mile;

THENCE North 57° 50' East 1.45 miles to the beginning, containing 11.6 square miles in the Eagle and Clay Magisterial Districts of Harrison County, West Virginia, as shown upon map prepared by J. H. Milam, Inc., dated August 1, 1968, entitled BINGAMON PUBLIC SERVICE DISTRICT, EAGLE AND CLAY MAGISTERIAL DISTRICTS, HARRISON COUNTY, WEST VIRGINIA.

LAW OFFICES
YOUNG,
MORGAN & CANN
SULLIVAN
HARRIS & SCHEIDT
LEWISBURG, W. VA.

II.

In all other respects the order and resolution of this Court, dated the 11th day of October, 1966, creating the BINGAMON PUBLIC SERVICE DISTRICT in Harrison County, West Virginia, remains unchanged, binding and effective as entered in the Court's General Order Book No. 43, at page 159.

PUBLISHER'S CERTIFICATE

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON:

I, W. L. Cook

Business Manager of THE CLARKSBURG EXPONENT, a newspaper of general circulation published in the City of Clarksburg, County and State aforesaid, do hereby certify that the annexed

Notice - Binghamon Public Service District

was published in said CLARKSBURG EXPONENT one time, on the 12th day of February 1969

The publisher's fee for said publication is \$ 43.05

W. L. Cook
Business Manager of The Clarksburg Exponent

SEAL

Subscribed and sworn to before me this 12th day of February 1969

Margaret Ann Nelson
Notary Public of Harrison County, W. Va.

My commission expires on the 15th day of June 1976

ordered that the Court be now adjourned until Saturday, March 8th, 1969 at 10:00 o'clock

_____, President

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 44 at Page 145, of said records.

Given under my hand and Seal of said Office, this 6 day of April, 2005.


Clerk, Harrison County Commission

RESOLUTION AND ORDER OF THE COUNTY COMMISSION
OF MARION COUNTY, WEST VIRGINIA, UPON ITS MOTION
AND HEARING, FOR THE CREATION OF A PUBLIC SERVICE
DISTRICT TO BE KNOWN AS THE O.J.W.
PUBLIC SERVICE DISTRICT

WHEREAS, a petition for the creation of a public service district for the provision of water and sewage services was, on the 8th day of June, 1979, presented to this Commission seeking that a public service district be created pursuant to the authority of Article 13A of Chapter 16 of the West Virginia Code, to be situate in Marion County, West Virginia, and Harrison County, West Virginia, and to be known as the O.J.W. Public Service District; and

WHEREAS, the petition for the creation of said district defined the purpose and authority of said district as being "to construct or acquire by purchase or otherwise and maintain, operate, improve and extend property supplying water and sewage services within such District, and outside such territory to the extent permitted by law";

WHEREAS, this Commission, upon its own motion, has determined that it deems it necessary, feasible and proper to create said district, the territory of which is bounded and described as follows:

Beginning at a point on the Harrison-Marion-Wetzel county line; thence with the meanders of the Marion-Wetzel line in a northerly direction 3.1 miles to the 39° 30' latitude parallel line; thence with said latitude east for 4.1 miles to a point on the ridge between Joe's Run and Little Whetstone Run; thence in a northerly direction with the meanders of the ridge between said two runs 1.7 miles; thence leaving said ridge east for 1.15 miles to a point on the ridge between Whetstone Run and Fleming Fork crossing Whetstone Run at the intersection of Little Whetstone Run and Whetstone Run; thence with the meanders of the ridge between Whetstone Run and Fleming Fork continuing with the ridge between West Virginia Secondary Route 40/4 and Little Bingamon Creek in a southerly direction 6 miles to the Marion-Harrison county line; thence leaving said ridge S. 14° W. 0.66 miles to the intersection of West Virginia Secondary Route 3 and 11 in Wyatt, Harrison County; thence with the meanders of the centerline of West Virginia Secondary Route 3 in a westerly direction

2.1 miles to the intersection of West Virginia Secondary Route 3 and 3/8; thence southwest with the meanders of West Virginia Secondary Route 3/8 1.0 miles; thence N. 68° W. 2.75 miles to the intersection of Harris Fork and Painter's Fork; thence up Painter's Fork N. 56° W. 1.8 miles to a point on the Marion-Harrison county line at the Sardis-Eagle district line; thence with said county line N. 77° W. 0.8 miles to the point of beginning, containing 25.5 square miles.

WHEREAS, on the 13th day of July, 1979, not more than forty (40) days nor less than twenty (20) days from this Commission's said motion, at the hour of 11:00 a.m., this Commission met in the County Courthouse at Fairmont, Marion County, West Virginia, for the purpose of conducting a public hearing on the question of the creation of said district, at which time and place all persons residing in or having an interest in property in said district could have appeared before this County Commission and had an opportunity to be heard for or against the proposed creation and no persons appeared against the proposed creation.

WHEREAS, the Clerk of the County Commission of this County was authorized and directed to, and did so cause notice of such hearing in substantially the form set forth below to be published in the Clarksburg Telegram and Clarksburg Exponent, newspapers of general circulation published in Harrison County, West Virginia, and in the Times-West Virginian, a newspaper of general circulation published in Marion County, West Virginia, at least ten (10) days prior to such hearing and notified the County Commission and the Clerk of the County Commission of Harrison County, West Virginia, of the date, time and place for said hearing. Notice of said hearing was published as a Class I legal advertisement and was substantially as follows:

"NOTICE OF PUBLIC HEARING ON
THE ESTABLISHMENT OF THE
O.J.W. PUBLIC SERVICE DISTRICT

Notice is hereby given that a legally sufficient Petition has been filed with the Clerk of the County Commission of Marion County, West Virginia, and has

been presented to the County Commission of Marion County asking for the creation of a Public Service District within Marion and Harrison Counties, West Virginia, for the purpose of constructing or acquiring by purchase or otherwise in the maintenance, operation, improvement and extension of public service properties supplying water and sewage services within said district and also outside said district to the extent permitted by law; to be named 'O.J.W. Public Service District'; and having the following described boundaries:

Beginning at a point on the Harrison-Marion-Wetzel county line; thence with the meanders of the Marion-Wetzel line in a northerly direction 3.1 miles to the 39° 30' latitude parallel line; thence with said latitude east for 4.1 miles to a point on the ridge between Joe's Run and Little Whetstone Run; thence in a northerly direction with the meanders of the ridge between said two runs 1.7 miles; thence leaving said ridge east for 1.15 miles to a point on the ridge between Whetstone Run and Fleming Fork crossing Whetstone Run at the intersection of Little Whetstone Run and Whetstone Run; thence with the meanders of the ridge between Whetstone Run and Fleming Fork continuing with the ridge between West Virginia Secondary Route 40/4 and Little Bingamon Creek in a southerly direction 6 miles to the Marion-Harrison county line; thence leaving said ridge S. 14° W. 0.66 miles to the intersection of West Virginia Secondary Route 3 and 11 in Wyatt, Harrison County; thence with the meanders of the centerline of West Virginia Secondary Route 3 in a westerly direction 2.1 miles to the intersection of West Virginia Secondary Route 3 and 3/8; thence southwest with the meanders of West Virginia Secondary Route 3/8 1.0 miles; thence N. 68° W. 2.75 miles to the intersection of Harris Fork and Painter's Fork; thence up Painter's Fork N. 56° W. 1.8 miles to a point on the Marion-Harrison county line at the Sardis-Eagle district line; thence with said county line N. 77° W. 0.8 miles to the point of beginning, containing 25.5 square miles.

All persons residing in or owning or having any interest in property in said proposed Public Service District are hereby notified that the County Commission of Marion County will conduct a public hearing on the 13th day of July, 1979, at 11:00 a.m., at Courthouse, Marion County, West Virginia, at which time and place all interested persons may appear before the County Commission and shall have an opportunity to be heard for or against the creation of the proposed Public Service District."

WHEREAS, the Clerk of the County Commission of Marion County was directed to and did post or cause to be posted the notice hereinabove set forth in at least five (5) conspicuous places within the boundaries in the proposed Public Service

District hereinabove set forth. Said notices were posted at least ten (10) days prior to said hearing.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF MARION COUNTY, WEST VIRGINIA, ALL COMMISSIONERS CONCURRING, UPON ITS OWN MOTION AND PUBLIC HEARING AS FOLLOWS:

Section 1 - That it is necessary, feasible and proper that a Public Service District to be known as the O.J.W. Public Service District, be created pursuant to Article 13A of Chapter 16 of the West Virginia Code and that said district be authorized to construct, or acquire by purchase or otherwise, and maintain, operate, improve and extend properties for supplying both water and sewage services in the following described territory and outside such territory to the extent permitted by law:

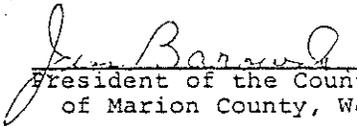
Beginning at a point on the Harrison-Marion-Wetzel county line; thence with the meanders of the Marion-Wetzel line in a northerly direction 3.1 miles to the 39° 30' latitude parallel line; thence with said latitude east for 4.1 miles to a point on the ridge between Joe's Run and Little Whetstone Run; thence in a northerly direction with the meanders of the ridge between said two runs 1.7 miles; thence leaving said ridge east for 1.15 miles to a point on the ridge between Whetstone Run and Fleming Fork crossing Whetstone Run at the intersection of Little Whetstone Run and Whetstone Run; thence with the meanders of the ridge between Whetstone Run and Fleming Fork continuing with the ridge between West Virginia Secondary Route 40/4 and Little Bingamon Creek in a southerly direction 6 miles to the Marion-Harrison county line; thence leaving said ridge S. 14° W. 0.66 miles to the intersection of West Virginia Secondary Route 3 and 11 in Wyatt, Harrison County; thence with the meanders of the centerline of West Virginia Secondary Route 3 in a westerly direction 2.1 miles to the intersection of West Virginia Secondary Route 3 and 3/8; thence southwest with the meanders of West Virginia Secondary Route 3/8 1.0 miles; thence N. 68° W. 2.75 miles to the intersection of Harris Fork and Painter's Fork; thence up Painter's Fork N. 56° W. 1.8 miles to a point on the Marion-Harrison county line at the Sardis-Eagle district line; thence with said county line N. 77° W. 0.8 miles to the point of beginning, containing 25.5 square miles.

Section 2 - That said Public Service District shall have all rights and powers granted to public service districts generally

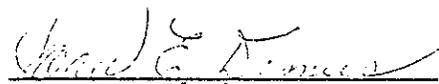
by the laws of the State of West Virginia and particularly by Article 13(a) of Chapter 16 of the Code of West Virginia, 1931, as amended.

Section 3 - That the County Commission of Marion County has determined that the above-described territory is so situated that the construction or acquisition by purchase or otherwise in the maintenance, operation, improvement and extension of the properties supplying both water and sewage services within such territory of said Public Service District will be conducive to the preservation of public health, comfort and convenience of such area.

Adopted by the County Commission of Marion County, West Virginia, on the 16th day of July, 1979.


President of the County Commission
of Marion County, West Virginia

Attest:


Clerk

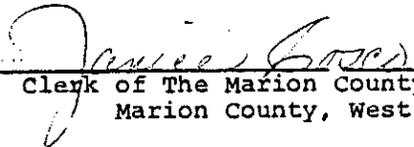
STATE OF WEST VIRGINIA

COUNTY-OF MARION, TO-WIT:

I, JANICE COSCO, Clerk of the Marion County Commission,
in the State of West Virginia, and as such Clerk, having
the care and custody of the records of the Police & Fiscal
records of said County, do hereby
certify that the foregoing is a true and accurate copy of
of the order creating the OJW Public Service District

as the same appears of record in my office in Police &
Fiscal Book No. 50, at pages 172-174 thereof

In Testimony Whereof, I have hereunto
set my hand and affixed the seal of
said Court, at the City of Fairmont,
in said County and State, this 5th
day of April, 1987⁴


Clerk of The Marion County Commission
Marion County, West Virginia.

At a Regular Term of the County Commission of Harrison County, continued and held at the Courthouse thereof, Commissioners Thomas A. Keeley and Frank X. Lopez being present thereat, on the 9th day of May, 1984, the following order was made and entered, to-wit:

OJW Public Service District

Certified Order Creation
of said Public Service
District in Marion and Har-
rison Counties

RESOLUTION AND ORDER OF THE COUNTY COMMISSION
OF MARION COUNTY, WEST VIRGINIA, UPON ITS MOTION
AND HEARING, FOR THE CREATION OF A PUBLIC SERVICE
DISTRICT TO BE KNOWN AS THE O.J.W.
PUBLIC SERVICE DISTRICT

WHEREAS, a petition for the creation of a public service district for the provision of water and sewage services was, on the 8th day of June, 1979, presented to this Commission seeking that a public service district be created pursuant to the authority of Article 13A of Chapter 16 of the West Virginia Code, to be situate in Marion County, West Virginia, and Harrison County, West Virginia, and to be known as the O.J.W. Public Service District; and

WHEREAS, the petition for the creation of said district defined the purpose and authority of said district as being "to construct or acquire by purchase or otherwise and maintain, operate, improve and extend property supplying water and sewage services within such District, and outside such territory to the extent permitted by law";

WHEREAS, this Commission, upon its own motion, has determined that it deems it necessary, feasible and proper to create said district, the territory of which is bounded and described as follows:

Beginning at a point on the Harrison-Marion-Wetzel county line; thence with the meanders of the Marion-Wetzel line in a northerly direction 3.1 miles to the 39° 30' latitude parallel line; thence with said latitude east for 4.1 miles to a point on the ridge between Joe's Run and Little Whetstone Run; thence in a northerly direction with the meanders of the ridge between said two runs 1.7 miles; thence leaving said ridge east for 1.15 miles to a point on the ridge between Whetstone Run and Fleming Fork crossing Whetstone Run at the intersection of Little Whetstone Run and Whetstone Run; thence with the meanders of the ridge between Whetstone Run and Fleming Fork continuing with the ridge between West Virginia Secondary Route 40/4 and Little Bingamon Creek in a southerly direction 6 miles to the Marion-Harrison county line; thence leaving said ridge S. 14° W. 0.66 miles to the intersection of West Virginia Secondary Route 3 and 11 in Wyatt, Harrison County; thence with the meanders of the centerline of West Virginia Secondary Route 3 in a westerly direction

2.1 miles to the intersection of West Virginia Secondary Route 3 and 3/8; thence southwest with the meanders of West Virginia Secondary Route 3/8 1.0 miles; thence N. 68° W. 2.75 miles to the intersection of Harris Fork and Painter's Fork; thence up Painter's Fork N. 56° W. 1.8 miles to a point on the Marion-Harrison county line at the Sardis-Eagle district line; thence with said county line N. 77° W. 0.8 miles to the point of beginning, containing 25.5 square miles.

WHEREAS, on the 13th day of July, 1979, not more than forty (40) days nor less than twenty (20) days from this Commission's said motion, at the hour of 11:00 a.m., this Commission met in the County Courthouse at Fairmont, Marion County, West Virginia, for the purpose of conducting a public hearing on the question of the creation of said district, at which time and place all persons residing in or having an interest in property in said district could have appeared before this County Commission and had an opportunity to be heard for or against the proposed creation and no persons appeared against the proposed creation.

WHEREAS, the Clerk of the County Commission of this County was authorized and directed to, and did so cause notice of such hearing in substantially the form set forth below to be published in the Clarksburg Telegram and Clarksburg Exponent, newspapers of general circulation published in Harrison County, West Virginia, and in the Times-West Virginian, a newspaper of general circulation published in Marion County, West Virginia, at least ten (10) days prior to such hearing and notified the County Commission and the Clerk of the County Commission of Harrison County, West Virginia, of the date, time and place for said hearing. Notice of said hearing was published as a Class I legal advertisement and was substantially as follows:

"NOTICE OF PUBLIC HEARING ON
THE ESTABLISHMENT OF THE
O.J.W. PUBLIC SERVICE DISTRICT

Notice is hereby given that a legally sufficient Petition has been filed with the Clerk of the County Commission of Marion County, West Virginia, and has

been presented to the County Commission of Marion County asking for the creation of a Public Service District within Marion and Harrison Counties, West Virginia, for the purpose of constructing or acquiring by purchase or otherwise in the maintenance, operation, improvement and extension of public service properties supplying water and sewage services within said district and also outside said district to the extent permitted by law; to be named 'O.J.W. Public Service District'; and having the following described boundaries:

Beginning at a point on the Harrison-Marion-Wetzel county line; thence with the meanders of the Marion-Wetzel line in a northerly direction 3.1 miles to the 39° 30' latitude parallel line; thence with said latitude east for 4.1 miles to a point on the ridge between Joe's Run and Little Whetstone Run; thence in a northerly direction with the meanders of the ridge between said two runs 1.7 miles; thence leaving said ridge east for 1.15 miles to a point on the ridge between Whetstone Run and Fleming Fork crossing Whetstone Run at the intersection of Little Whetstone Run and Whetstone Run; thence with the meanders of the ridge between Whetstone Run and Fleming Fork continuing with the ridge between West Virginia Secondary Route 40/4 and Little Bingamon Creek in a southerly direction 6 miles to the Marion-Harrison county line; thence leaving said ridge S. 14° W. 0.66 miles to the intersection of West Virginia Secondary Route 3 and 11 in Wyatt, Harrison County; thence with the meanders of the centerline of West Virginia Secondary Route 3 in a westerly direction 2.1 miles to the intersection of West Virginia Secondary Route 3 and 3/8; thence southwest with the meanders of West Virginia Secondary Route 3/8 1.0 miles; thence N. 68° W. 2.75 miles to the intersection of Harris Fork and Painter's Fork; thence up Painter's Fork N. 56° W. 1.8 miles to a point on the Marion-Harrison county line at the Sardis-Eagle district line; thence with said county line N. 77° W. 0.8 miles to the point of beginning, containing 25.5 square miles.

All persons residing in or owning or having any interest in property in said proposed Public Service District are hereby notified that the County Commission of Marion County will conduct a public hearing on the 13th day of July, 1979, at 11:00 a.m., at Courthouse, Marion County, West Virginia, at which time and place all interested persons may appear before the County Commission and shall have an opportunity to be heard for or against the creation of the proposed Public Service District."

WHEREAS, the Clerk of the County Commission of Marion County was directed to and did post or cause to be posted the notice hereinabove set forth in at least five (5) conspicuous places within the boundaries in the proposed Public Service

District hereinabove set forth. Said notices were posted at least ten (10) days prior to said hearing.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF MARION COUNTY, WEST VIRGINIA, ALL COMMISSIONERS CONCURRING, UPON ITS OWN MOTION AND PUBLIC HEARING AS FOLLOWS:

Section 1 - That it is necessary, feasible and proper that a Public Service District to be known as the O.J.W. Public Service District, be created pursuant to Article 13A of Chapter 16 of the West Virginia Code and that said district be authorized to construct, or acquire by purchase or otherwise, and maintain, operate, improve and extend properties for supplying both water and sewage services in the following described territory and outside such territory to the extent permitted by law:

Beginning at a point on the Harrison-Marion-Wetzel county line; thence with the meanders of the Marion-Wetzel line in a northerly direction 3.1 miles to the 39° 30' latitude parallel line; thence with said latitude east for 4.1 miles to a point on the ridge between Joe's Run and Little Whetstone Run; thence in a northerly direction with the meanders of the ridge between said two runs 1.7 miles; thence leaving said ridge east for 1.15 miles to a point on the ridge between Whetstone Run and Fleming Fork crossing Whetstone Run at the intersection of Little Whetstone Run and Whetstone Run; thence with the meanders of the ridge between Whetstone Run and Fleming Fork continuing with the ridge between West Virginia Secondary Route 40/4 and Little Bingamon Creek in a southerly direction 6 miles to the Marion-Harrison county line; thence leaving said ridge S. 14° W. 0.66 miles to the intersection of West Virginia Secondary Route 3 and 11 in Wyatt, Harrison County; thence with the meanders of the centerline of West Virginia Secondary Route 3 in a westerly direction 2.1 miles to the intersection of West Virginia Secondary Route 3 and 3/8; thence southwest with the meanders of West Virginia Secondary Route 3/8 1.0 miles; thence N. 68° W. 2.75 miles to the intersection of Harris Fork and Painter's Fork; thence up Painter's Fork N. 56° W. 1.8 miles to a point on the Marion-Harrison county line at the Sardis-Eagle district line; thence with said county line N. 77° W. 0.8 miles to the point of beginning, containing 25.5 square miles.

Section 2 - That said Public Service District shall have all rights and powers granted to public service districts generally

by the laws of the State of West Virginia and particularly by Article 13(a) of Chapter 16 of the Code of West Virginia, 1931, as amended.

Section 3 - That the County Commission of Marion County has determined that the above-described territory is so situated that the construction or acquisition by purchase or otherwise in the maintenance, operation, improvement and extention of the properties supplying both water and sewage services within such territory of said Public Service District will be conducive to the preservation of public health, comfort and convenience of such area.

Adopted by the County Commission of Marion County, West Virginia, on the 16th day of July, 1979.

Jim Barwood
President of the County Commission
of Marion County, West Virginia

Attest:

Walter E. Thomas
Clerk

ORDERS--Commissioners Harrison County, W. Va.

Session Held

CASIO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 51287-A

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO-WIT:

I, JANICE COSCO, Clerk of the Marion County Commission,
in the State of West Virginia, and as such Clerk, having the
care and custody of the records of said County, do hereby
certify that the foregoing is a true and accurate copy of
Resolution and Order of the County Commission of Marion
County, West Virginia, upon its Motion and Hearing, for
the Creation of a Public Service District to be known as
The O.J.W. Public Service District,

as the same appears of record in my office in _____
Police and Fiscal Volume 50, Page 172.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
the Seal of said Commission, at
the City of Fairmont, in said
County and State, this 3rd
day of May, 1984.

Janice Cosco
Clerk of the Marion County Commission
Marion County, West Virginia.



STATE OF WEST VIRGINIA,

County of Harrison:

I, FRANK J. MAXWELL JR., Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in GENERAL Order Book No. 53 at Page 57, of said records.

Given under my hand and Seal of said Office this 10 day of May, 19 84.



Clerk, Harrison County Commission

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER MERGING O.J.W. PUBLIC SERVICE DISTRICT INTO BINGAMON PUBLIC SERVICE DISTRICT

WHEREAS, the County Commission of Harrison County, West Virginia, did heretofore, by Resolution and Order adopted on March 20, 1997, propose the merger of O.J.W. Public Service District into Bingamon Public Service District:

WHEREAS, by said March 20, 1997, Resolution and Order, the County Commission of Harrison County did set a hearing on the proposed merger of O.J.W. Public Service District into Bingamon Public Service District; filed with the Clerk of the County Commission of Marion County a copy of the Resolution and Order; notified the Clerk of the County Commission of Marion County of the date, time, location, and purpose of said hearing; required notice of said hearing be given by Class I legal publication in both Marion and Harrison Counties and by posting of notice in at least five (5) conspicuous places within the territory of the respective districts; and required the Clerk of the County Commission of Harrison County to cause a copy of the Resolution and Order to be filed with the Executive Secretary of the Public Service Commission;

WHEREAS, notice of the April 20, 1997, hearing has been given in the manner provided and required by said Resolution and Order and by West Virginia Code section 16-13A-2, and all interested parties have been afforded an opportunity of being heard for and against the merger of O.J.W. Public Service District into Bingamon Public Service District, but no written protest has been filed by the requisite number of qualified voters registered and residing within the existing boundaries of the Districts, and said County Commission has given due consideration to all matters for which such hearing was offered;

WHEREAS, the County Commission of Harrison County believes that the County Commission of Marion County intends to adopt a Resolution and Order proposing the merger of O.J.W. Public Service District into Bingamon Public Service District and also a Resolution and Order merging the aforementioned districts in the near future; and

WHEREAS, it is now deemed desirable by said County Commission to adopt a Resolution and Order, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the Districts (as necessary) and the adoption of a similar resolution by the County Commission of Marion County, merging O.J.W. Public Service District into Bingamon Public Service District, for the preservation of the public health, comfort, and convenience for the areas presently served by the Districts.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED by the County Commission of Harrison County as follows:

1. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Districts (as necessary) and the adoption of a similar resolution by the County Commission of Marion County, merges O.J.W. Public Service District into Bingamon Public Service District. The presently existing public service districts are particularly defined as the following areas:

O.J.W. PUBLIC SERVICE DISTRICT

BEGINNING at a point on the Harrison-Marion-Wetzel County line;

THENCE with the meanders of the Marion-Wetzel line in a northerly direction 3.1 miles to the 39° 30' latitude parallel line;

THENCE with said latitude East 4.1 miles to a point on the ridge between Joe's Run and Little Whetstone Run;

THENCE in a northerly direction with the meanders of the ridge between said two runs 1.7 miles;

THENCE leaving said ridge East 1.15 miles to a point on the ridge between Whetstone Run and Fleming Fork crossing Whetstone Run at the intersection of Little Whetstone Run and Whetstone Run;

THENCE with the meanders of the ridge between Whetstone Run and Fleming Fork continuing with the ridge between WV Secondary Route 40/4 and Little Bingamon Creek in a southerly direction 6 miles to the Marion-Harrison County line;

THENCE leaving said ridge South 14° West 0.66 miles to the intersection of WV Secondary Route 3 and 11 in Wyatt, Harrison County;

THENCE with the meanders of the centerline of WV Secondary Route 3 in a westerly direction 2.1 miles to the intersection of WV Secondary Route 3 and 3/8;

THENCE southwest with the meanders of WV Secondary Route 3/8 1.0 miles;

THENCE North 68° West 2.75 miles to the intersection of Harris Fork and Painters Fork;

THENCE up Painter's Fork North 56° West 1.8 miles to a point on the Marion-Harrison County line at the Sardis-Eagle Magisterial district line;

THENCE with said county line North 77° West 0.8 miles to the point of beginning, containing 25.5 square miles.

BINGAMON PUBLIC SERVICE DISTRICT

BEGINNING at a point in the Harrison County-Marion County line, in Secondary Highway 40/4, at latitude North 39° 26' 46" and longitude West 80° 21' 48" and running thence with said county line South 83° 00' East 1.90 miles;

THENCE leaving said county line and running South 39° 20' East 1.90 miles to a point in Secondary Highway 8 at about one-half (1/2) mile easterly from its intersection with Secondary Highway 8/2, at latitude North 39° 25' 08" and longitude West 80° 18' 22";

THENCE running South 9° 40' West 2.10 miles to a point at the West Fork River to the corporation limits of the City of Shinnston, West Virginia;

THENCE West 1.12 miles;

THENCE North 63° 30' West 1.33 miles to a point in secondary highway 6/8;

THENCE North 1.17 miles;

THENCE West 2.47 miles to a point at latitude North 39° 25' and longitude West 80° 24' 02";

THENCE North 1.25 miles to a point at latitude North 39° 26' 05" and longitude West 80° 24' 02";

THENCE East 0.78 mile;

THENCE North 57° 50' East 1.45 miles to the beginning, containing 11.6 square mile in the Eagle and Clay Magisterial Districts of Harrison County, West Virginia.

The service area of the merged Bingamon Public Service District shall be particularly defined as follows:

BINGAMON PUBLIC SERVICE DISTRICT

"As Merged with O.J.W. Public Service District on _____, 1997.

BEGINNING at the intersecting point of the Harrison-Wetzel County lines;

THENCE with the meanders of the Marion-Wetzel County line in a northerly direction 3.1 miles to the intersection with the latitude North 39° 30' parallel line;

THENCE with said latitude line due East 4.3 miles;

THENCE due North 1.35 miles;

THENCE due East 1.25 miles;

THENCE South 6° East 5.2 miles to a point on the Harrison-Marion County lines;

THENCE running with said Harrison-Marion County line South 78° East 1.5 miles;

THENCE leaving said county line and running South 39° East 1.9 miles to a point in Highway Route 8 at latitude North 39° 25' and longitude West 80° 18';

THENCE running South 12° West 2.2 miles to a point at the West Fork River and the southwest corner of the corporate boundary of the City of Shinnston, West Virginia;

THENCE due West 1.1 miles to a point on the longitude West 80° 20' parallel line;

THENCE North 57° West 10.3 miles to the point of beginning, containing approximately 42 square miles, and shown upon a map prepared by the West Virginia Public Service Commission, Public

Service District Division, entitled "Proposed Consolidation of Bingamon and O.J.W. Public Service Districts" dated January 1996.

2. That the County Commission of Harrison County shall have jurisdiction over the merged district for all purposes, specifically including, but not limited to, appointing members of the public service board of the District.

3. Upon its Adoption, the Clerk of the County Commission of Harrison County shall provide to the Clerk of the Marion County Commission an authenticated copy of this Resolution and Order.

4. That the Clerk of the County Commission of Harrison County shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not less than ten (10) days following the adoption hereof.

Entered into the permanent record of Harrison County, West Virginia, this 10th day of April, 1997.

COUNTY COMMISSION OF HARRISON
COUNTY, WEST VIRGINIA

Thomas A. Feeley
PRESIDENT

Robert P. [Signature]
COMMISSIONER

Bill Taylor
COMMISSIONER

ATTEST:

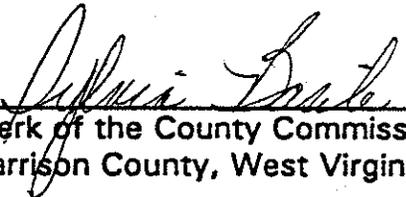
[Signature]
CLERK

4/8/97
RESOLUTION.04
384480/95004
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STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, TO-WIT:

I, SYLVIA BASILE, Clerk of the County Commission of Harrison County,
West Virginia, do hereby certify that the foregoing is a true copy of the order entered
in the above styled action on the 10 day of April, 1997.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the
Seal of this Commission, this the 10 day of April, 1997


Clerk of the County Commission of
Harrison County, West Virginia

State of West Virginia,

COUNTY OF MARION, to wit:

I, Janice Cosco, Clerk of the County Commission of Marion County, in the State of West Virginia, and as such Clerk, having the care and custody of the records of RESOLUTIONS AND ORDERS of said County, do hereby certify that the foregoing is a true and accurate copy of A RESOLUTION AND ORDER AFFIRMING THE ACTIONS OF THE COUNTY COMMISSION OF HARRISON COUNTY RELATED TO THE MERGER OF O.J.W. PUBLIC SERVICE DISTRICT INTO BINGAMON PUBLIC SERVICE DISTRICT.

as the same appears of record in my said office in PUBLIC SERVICE DISTRICT FILE DRAWER.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commission, at the City of Fairmont in said County and State, this 10th day of JULY

19 97

Janice Cosco
Clerk of the County Commission of Marion
County, West Virginia

By Susan Garcia
Deputy



Marion County Commission

JAMES E. SAGO
Commissioner and President

CECILY M. ENOS
Commissioner

CODY A. STARCHER
Commissioner

JEFFREY M. BURDOFF
*Administrative Assistant
to the Commission*



Address Correspondence to:
200 JACKSON STREET
FAIRMONT, WEST VIRGINIA 26554
(304) 367-5400
FAX (304) 367-5431

BEFORE THE COUNTY COMMISSION OF MARION COUNTY

A RESOLUTION AND ORDER AFFIRMING THE ACTIONS OF THE COUNTY COMMISSION OF HARRISON COUNTY RELATED TO THE MERGER OF O.J.W. PUBLIC SERVICE DISTRICT INTO BINGAMON PUBLIC SERVICE DISTRICT

WHEREAS, Bingamon Public Service District was created by the County Commission of Harrison County; and

WHEREAS, O.J.W. Public Service District was created by the Marion County Commission; and

WHEREAS, The County Commission of Harrison County has adopted a resolution proposing the merger of O.J.W. Public Service District into Bingamon Public Service District; and

WHEREAS, The County Commission of Harrison County held a public hearing on the aforementioned resolution, and duly published and posted notice of the public hearing in advance thereof in both Marion and Harrison Counties; and

WHEREAS, The County Commission of Harrison County, immediately following the public hearing, adopted a resolution and order merging O.J.W. Public Service District into Bingamon Public Service District; and

WHEREAS, The County Commission of Harrison County has, in conformance with West Virginia Code Section 16-13A-2, previously supplied the Marion County Commission with copies of the aforementioned resolutions proposing and ordering the merger of O.J.W. Public Service District into Bingamon Public Service District; and

WHEREAS, The County Commission of Harrison County has requested the Marion County Commission to ratify and affirm the actions of The County Commission of Harrison County as they relate to the adoption of the resolutions proposing and ordering the merger of O.J.W. Public Service District into Bingamon Public Service District; and

WHEREAS, the Marion County Commission has adopted resolutions similar to those of The County Commission of Harrison County proposing and ordering the merger of O.J.W. Public Service District into Bingamon Public Service District; and

WHEREAS, The Marion County Commission finds that the request of The County Commission of Harrison County is reasonable and that the actions of The County Commission of Harrison County with regards to the merger of O.J.W. Public Service District into Bingamon Public Service District are necessary for the preservation of the public health, comfort, and convenience of the areas presently served by O.J.W. Public Service District and Bingamon Public Service District.

NOW, THEREFORE, BE IT, AND IT IS HEREBY RESOLVED AND ORDERED by the Marion County Commission as follows:

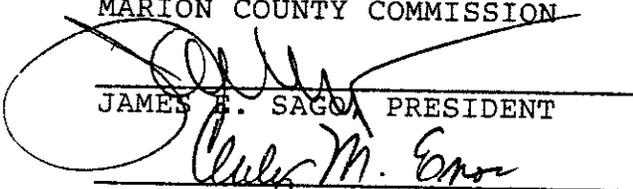
1. That the Marion County Commission, at the request of The County Commission of Harrison County and upon its own motion, hereby affirms and ratifies the actions of The County Commission of Harrison County heretofore taken to effect the merger of O.J.W. Public Service District into Bingamon Public Service District, as evidenced by the Resolution and Order of The County Commission of Harrison County attached hereto.

2. That upon its adoption, the Clerk of the Marion County Commission shall provide to the Clerk of The County Commission of Harrison County an authenticated copy of this Resolution and Order.

3. That the Clerk of the Marion County Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not less than ten (10) days following the adoption thereof.

Entered into the permanent record of Marion County, West Virginia, this 9th day of July, 1997.

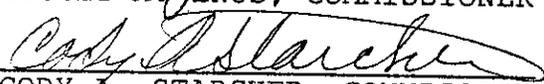
MARION COUNTY COMMISSION



JAMES F. SAGO, PRESIDENT

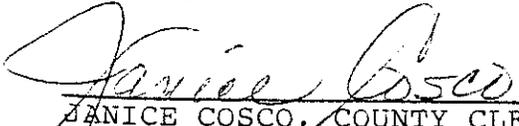


CECILY M. JENOS, COMMISSIONER



CODY A. STARCHER, COMMISSIONER

ATTEST:



JANICE COSCO, COUNTY CLERK

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL

Entered: August 4, 1997

8-24-97

CASE NO. 97-0355-PSWD-PC

HARRISON COUNTY COMMISSION and MARION COUNTY COMMISSION
Petition for consent and approval to
consolidate certain public service districts
in Harrison and Marion Counties.

RECOMMENDED DECISION

On March 31, 1997, the Harrison County Commission (Harrison County) filed a petition for Commission consent and approval of various resolutions and orders which consolidated or modified public service district boundaries in Harrison County. The various resolutions are described below.

The first resolution proposed the merger of the O.J.W. Public Service District into the Bingamon Public Service District. The O.J.W. Public Service District is located in both Marion and Harrison Counties. Harrison County believes that the merger of the two districts is necessary for the preservation of public health, comfort and convenience of the areas served by the two districts. The merger would result in the dissolution of the O.J.W. Public Service District with the Bingamon Public Service District gaining all of the old O.J.W. Public Service District territory. Harrison County established a hearing date of April 10, 1997. Harrison County published notice of the Harrison County hearing. It submitted the publication affidavit to the Commission on May 7, 1997.

The second resolution proposed the dissolution of the authority of the Coons Run Public Service District to construct and operate sewer facilities. The Coons Run Public Service District is located in both Marion and Harrison Counties. Harrison County believes that the dissolution of the District's sewer authority is necessary to preserve the public health, comfort and convenience of the residents in the area of the District. Harrison County established a hearing date of April 10, 1997. Harrison County published notice of the Harrison County hearing. It submitted the publication affidavit to the Commission on May 7, 1997.

The third resolution proposed the dissolution of the Country Club Addition Public Service District and the Lodgeville-Courtright Public Service District. The two Districts are located in Harrison County. Harrison County indicated that the Clarksburg Water Board has assumed responsibility for and is currently operating the facilities of the Country Club Addition Public Service District. Harrison County believes that the dissolution of the two Districts is necessary to preserve the public health,

comfort and convenience of the areas currently within the territory of the two districts. Harrison County established a hearing date of April 10, 1997. Harrison County published notice of the Harrison County hearing. It submitted the publication affidavit to the Commission on May 7, 1997.

The fourth resolution proposed changing the name of the Grant Union Public Service District to the Greater Harrison County Public Service District. The resolution would also merge the Lost Creek-Mt. Clare Public Service District and the Valley of Good Hope Public Service District into the new Greater Harrison County Public Service District. The resolution also expands the service territory of the new Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality. Harrison County established a hearing date of April 15, 1997. Harrison County published notice of the Harrison County hearing. It submitted the publication affidavit to the Commission on May 7, 1997.

The fifth resolution proposed the dissolution of the sewer authority of the Bingamon Public Service District, the Lost Creek-Mt. Clare Public Service District, the Quiet Dell Public Service District, the Short Line Public Service District and the Valley of Good Hope Public Service District. Harrison County indicated that none of these districts currently have sewer facilities. Harrison County believes that the dissolution of sewer authority is necessary to preserve the health, comfort and convenience of the residents who live in the service territories of the districts. Harrison County established a hearing date of April 15, 1997. Harrison County published notice of the Harrison County hearing. It submitted the publication affidavit to the Commission on May 7, 1997.

The sixth resolution proposed the reduction in the boundaries of the Short Line Public Service District. Harrison County believes that such a reduction is necessary to preserve the health, comfort and convenience of the residents of the District. Harrison County set a hearing date of April 10, 1997. Harrison County published notice of the hearing. It submitted the publication affidavit to the Commission on May 7, 1997.

On April 17, 1997, Harrison County filed resolutions which indicated that hearings were held as scheduled concerning all of the resolutions described above except the fourth resolution. Harrison County indicated that, after proper publication and hearing, it determined that the resolutions should be adopted.

On April 17, 1997, the Marion County Commission (Marion County) filed resolutions related to the efforts of Harrison County to consolidate public service districts.

The first resolution filed by Marion County proposed the merger of the O.J.W. Public Service District into the Bingamon Public Service District. Marion County indicated that the merger was necessary for the preservation of public health, comfort and convenience for the residents of the districts. Marion County set a hearing date of April 14, 1997. Marion County published notice of the hearing. It submitted a publication affidavit to the Commission on May 7, 1997.

The second resolution filed by Marion County proposed the dissolution of the authority of the O.J.W. Public Service District to acquire or operate sewer facilities. The O.J.W. Public Service District does not currently own or operate any sewer facilities. Marion County believes that the dissolution of the district is necessary for the preservation of public health, comfort and convenience of the residents in the O.J.W. Public Service District territory. Marion County set a hearing date of April 14, 1997. Marion County published notice of the Marion County hearing. It filed the publication affidavit with the Commission on May 7, 1997.

Also on April 25, 1997, Harrison County filed a resolution and order indicating that Harrison County had held the hearing set for April 15, 1997, on the fourth resolution discussed above. Harrison County adopted the fourth resolution with two significant modifications. First, the resolution was modified to include the Town of West Milford within the Greater Harrison County Public Service District. The second modification was that Harrison County decided not to merge the Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into the renamed and enlarged Greater Harrison Public Service District.

On May 20, 1997, Staff issued its Final Joint Staff Memorandum. Staff outlined the proceeding and indicated that it would file a final recommendation at a later date.

By Procedural Order of June 2, 1997, the matter was set for hearing in Clarksburg on July 21, 1997, and in Fairmont on July 22, 1997. The Procedural Order also required both Harrison County and Marion County to publish notice of the hearing.

On July 14, 1997, Marion County filed a copy of its order affirming the actions of Harrison County related to the Coons Run Public Service District, the O.J.W. Public Service District, and the Bingamon Public Service District.

The hearing set for Harrison County on July 21, 1997, was held as scheduled.¹ John C. Stump, Esquire, appeared for Harrison County. James V. Kelsh, Esquire, appeared for Staff.

Several members of the public offered testimony at the hearing. Walter Conners from Nutter Fort testified that he was not opposed to a county-wide sewer district, because he believes that the sewer district would clean up streams in the county. (Tr. 6-7). He objects to the fact that public service district board members are appointed by county commissions, stating that the system results in poorly operated public service districts. (Tr. 7). However, Mr. Conners understood that the way that board members are appointed is a matter of state law which could not be changed in this proceeding. (Tr. 8).

Greg Robertson lives in the Lake Ridge area of Bridgeport. (Tr. 9) Mr. Robertson offered his support to the formation of the Greater Harrison

¹All references to the transcript in this recommended decision refer to the transcript of the hearing held in Harrison County on July 21, 1997.

County Public Service District. (Tr. 10). Mr. Robertson had purchased land in Harrison County, but ran into trouble with developing it because of inadequate sewer service. (Tr. 10). Several subdivisions near Mr. Robertson's property have environmental problems related to inadequate or nonexistent sewer service, including Lakeland Terrace, Lakeland Park and Augusta Park. (Tr. 10). Mr. Robertson approached numerous county, city, and state officials about helping to provide sewer service to the area, but he was always directed to go to some other official. (Tr. 11). Mr. Robertson believes that a county-wide sewer district is a good thing, not just for Harrison County, but for the entire state, and he requested that the matter be expedited. (Tr. 11). Mr. Robertson believes that it will be difficult to attract employers or good employees to the area without adequate infrastructure. (Tr. 12).

Gary Fluharty is the Chairman of the Sun Valley Public Service District. (Tr. 14). Mr. Fluharty wanted to be reassured that the Sun Valley Public Service District was not being consolidated in these petitions. (Tr. 14). Harrison County reassured Mr. Fluharty that Sun Valley was not included in the consolidation and was indeed specifically excluded from the territory of the Greater Harrison County Public Service District. (Tr. 15). With that understanding, Mr. Fluharty voiced his support for the creation of the district given that much of the county is without sewer service. (Tr. 16).

Paul Hamrick indicated that Harrison County is experiencing lots of growth, but the lack of sewer service was limiting that development. (Tr. 17). Many of Harrison County's communities are dying because new homes are never built because of a lack of public sewer service. (Tr. 17). Mr. Hamrick indicated that it is difficult to sell properties in communities which do not have public sewer. (Tr. 17). He also indicated that communities all over the county dump raw sewage directly into the West Fork River. (Tr. 17). Mr. Hamrick supported the development of a Greater Harrison County Public Service District. (Tr. 18).

Terri Ann Schulte, the executive director of the Harrison County Planning Commission, assisted in posting notice of the various resolutions around the county and in each public service district impacted by the various resolutions. (Tr. 20). Harrison County Exhibit No. 4 consists of a list of the various locations where posting occurred. Ms. Schulte indicated that many areas in the county need sewer service. The top priority for providing service is for the Arlington, Glen Falls, Gore area. (Tr. 22). Ms. Schulte believes that the creation of the Greater Harrison County Public Service District will improve the county's access to public dollars. (Tr. 23). A larger district will mean a greater customer base, better economies of scale and a higher level of professionalism and sophistication. (Tr. 23).

James Boggess, a Utilities Analyst, testified for Staff. Mr. Boggess corrected the Further Final Internal Memorandum by stating that the O.J.W. and Bingamon Public Service Districts would be merged completely by the resolutions of Harrison and Marion Counties. (Tr. 27). Mr. Boggess testified that Harrison and Marion Counties had complied with the Commission's requirements concerning the consolidation and notice of the hearings. (Tr. 27-28). In the Further Final Internal Memorandum, Staff recommended that the petitions of Harrison and Marion County be approved. (See Staff Exhibit No. 1).

Harrison County offered the resolution from Marion County which affirmed the actions of Harrison County related to the Bingamon Public Service District; the resolution of Harrison County which affirmed that actions of Marion County dissolving the authority of the O.J.W. Public Service District to operate sewer facilities; and affidavits of publication for the hearing from the Clarksburg Telegram, the Clarksburg Exponent, and the Times West Virginian.

The hearing set for Marion County on July 22, 1997, was held as scheduled. The same parties entered appearances. No member of the public appeared at the hearing to offer comment.

DISCUSSION

Harrison County has taken steps to develop a county-wide sewer public service district which includes all areas of the county which do not have public sewer. Harrison County has also merged some districts. Marion County has affirmed all actions which involve public service districts which extend into Marion County. No individual has expressed opposition to the modifications.

The evidence demonstrates that, by developing a county-wide sewer district, the county has improved its chance to provide much needed sewer service to all areas of Harrison County. (See Tr. 6-28). By creating larger more viable districts, Harrison County enhances its ability to improve the infrastructure and the quality of life for its residents.

Harrison and Marion Counties have published appropriate notice of their actions and have complied with all relevant requirements of the W.Va. Code and Commission Rules and Regulations. The orders which are the subject of this proceeding should be approved by the Commission.

FINDINGS OF FACT

1. On March 31, 1997, the Harrison County Commission (Harrison County) filed a petition for Commission consent and approval of various orders which consolidated or modified public service district boundaries in Harrison County. (See petition and orders filed March 31, 1997).
2. The first Harrison County order merged the O.J.W. Public Service District into the Bingamon Public Service District. (See petition and order).
3. The second Harrison County order dissolved the authority of the Coons Run Public Service District to construct and operate sewer facilities. (See petition and order).
4. The third Harrison County order dissolved the Country Club Addition Public Service District and the Lodgeville-Courtright Public Service District. (See petition and order).
5. The Clarksburg Water Board has assumed responsibility for and is currently operating the facilities of the Country Club Addition Public Service District. (See petition).

6. The fourth Harrison County order changed the name of the Grant Union Public Service District to the Greater Harrison County Public Service District and expands the service territory of the new Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality with the exception of the Town of West Milfred which is included in the district. (See petition and order).

7. The fifth Harrison County order dissolved the sewer authority of the Bingamon Public Service District, the Lost Creek-Mt. Clare Public Service District, the Quiet Dell Public Service District, the Short Line Public Service District and the Valley of Good Hope Public Service District. (See petition and order).

8. Harrison County indicated that none of the districts in the fifth order currently have sewer facilities. (See petition and order).

9. The sixth Harrison County order reduced the boundaries of the Short Line Public Service District. (See petition and order).

10. The O.J.W. Public Service District, the Coons Run Public Service District and the Bingamon Public Service District are located in both Marion and Harrison Counties. (See petition and order).

11. Marion County issued orders which reaffirmed the Harrison County actions on each of the districts which were partially located in Marion County. (See Marion County orders).

12. By developing a county-wide sewer district, Harrison County has improved its chance to provide much needed sewer service to all areas of Harrison County. (See Tr. 6-28)

13. Commission Staff recommended approval of the orders of the Harrison and Marion Commissions. (See Staff Ex. 1).

14. No member of the public testifying at the Commission hearing expressed opposition to the proposed action of Harrison and Marion Counties. (See transcripts).

CONCLUSIONS OF LAW

1. Harrison and Marion Counties have complied with W.Va. Code §16-13A-2 and Rule 6.4 of the Commission's Rules and Regulations for the Government of Public Service Districts.

2. The Harrison and Marion County orders which are the subject of this proceeding are in the public interest and should be approved.

ORDER

IT IS, THEREFORE, ORDERED that the following orders adopted by the Harrison County Commission and the Marion County Commission, be, and hereby are approved:

1. The Harrison and Marion County orders of April 10, 1997, and July 9, 1997, respectively, merging the O.J.W. Public Service District into the Bingamon Public Service District.
2. The Harrison and Marion County orders of April 10, 1997, and July 9, 1997, respectively, dissolving the authority of the Coons Run Public Service District to construct and operate sewer facilities.
3. The Harrison County order of April 10, 1997, dissolving the Country Club Addition Public Service District and the Lodgeville-Courtright Public Service District.
4. The Harrison County order of April 15, 1997, changing the name of the Grant Union Public Service District to the Greater Harrison County Public Service District and expanding the service territory of the new Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality.
5. The Harrison and Marion County orders of April 15, 1997, and July 18, 1997, respectively, dissolving the sewer authority of the Bingamon Public Service District.
6. The Harrison County order of April 15, 1997, dissolving the sewer authority of the Lost Creek-Mt. Clare Public Service District, the Quiet Dell Public Service District, the Short Line Public Service District and the Valley of Good Hope Public Service District.
7. The Harrison County order of April 10, 1997, reducing the boundaries of the Short Line Public Service District.

The Executive Secretary hereby is ordered to serve a copy of this order upon the Commission Staff by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

Leave hereby is granted to the parties to file written exceptions supported by a brief with the Executive Secretary of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served the exceptions.

If no exceptions are filed, this order shall become the order of the Commission, without further action or order, five (5) days following the expiration of the fifteen (15) day time period, unless it is ordered stayed or postponed by the Commission.

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's order by filing an appropriate petition in writing with the Executive Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's Order or Decision the order of the

Commission sooner than five (5) days after approval of such waiver by the Commission.

K.A. George
Keith A. George
Administrative Law Judge

KAG:s

The County Commission of Harrison County

CASO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 10357-C-01

County Commission

Minutes of August 26 - Approved



HARRISON COUNTY COURT HOUSE

Harrison County Commission

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

RECORDED
SEP 9 1 25 PM '02
COUNTY CLERK OFFICE
HARRISON COUNTY
WEST VIRGINIA

COMMISSIONERS
THOMAS A. KEELEY
ROGER DIAZ
BETH TAYLOR

At the regular meeting of the County Commission of Harrison County held on Monday, August 26, 2002, President Beth Taylor, Commissioners Roger Diaz and James D. Smith, Jr., were present. Also present were James A. Harris, County Administrator, Sylvia Basile, County Clerk and Kathy Oliverio, Deputy County Clerk.

A sign-up sheet was available for anyone who wished to speak during the public comment period at end of meeting.

Commission President Taylor opened the meeting.

Action taken on Agenda Items:

1. Exonerations/Corrective Tickets/Joint Property Apps: Mr. Harris presented Exonerations for approval.

MOTION: Commissioner Diaz moved to approve Exonerations as presented.

SECOND: Commissioner Smith

VOTE: Commissioner Taylor making it unanimous

POINT OF ORDER: Ms. Taylor asked K. Oliverio, Recording Secretary to explain error on minutes dated July 22, 2002. There are two (2) sets of minutes dated 7/22/02 and approved. The second set should read July 29, 2002. This was brought up at this time so that the record could be corrected.

MOTION: Commissioner Diaz moved that the minutes that show July 22nd, 2002, indicating that, to identify those minutes, Dick Griffith of TeleCommunications met before us, be changed to July 29th, 2002.

SECOND: Commissioner Smith

VOTE: Commissioner Taylor making it unanimous

9:00 A.M. Agenda Item: Opal Wolfe Estate Hearing - Attorney Lewis Clark spoke to the Commission with regard to his client, Ann Ashmore, requesting that the Commission determine who should be the Executor of this Estate. Both Mrs. Ashmore and her brother, Mr. Wolfe (also appearing), were named Co-Executors of this estate back in 1988. Mr. Wolfe resigned and then rescinded his resignation. Discussion ensued regarding lack of cooperation between the Co-Executors. Due to this lack of cooperation, there is no Appraisal or Settlement on record. Mr. Clark, on behalf of his client, asks that the Commission determine who should be the Executor. Attorney Patrick Lane, representing



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Raymond Wolfe, spoke with regard to there being no recorded record of Mr. Wolfe's resignation and Mr. Wolfe objects to being removed as Executor, but does not object to Mrs. Ashmore being removed.

MOTION: Commissioner Smith made a motion that the Commission remove Mr. Wolfe and name Ms. Ashmore as Executrix of the Will and to file and close out the estate.

SECOND: Commissioner Diaz

VOTE: Commissioner Taylor making it unanimous

MOTION: Smith moved the Hearing be closed.

SECOND: Diaz

VOTE: Taylor making it unanimous

2. Purchase Orders/Payroll Changes/Consolidations of Land: Mr. Harris presented for possible action.

MOTION: Roger Diaz made a motion to approve Purchase Orders.

SECOND: Jim Smith

VOTE: Beth Taylor making it unanimous

3. Nuisance Forms for referral to Planning Commission: Jim Harris presented for referral.

MOTION: Commissioner Diaz made a motion for approval of Nuisance Form as presented.

SECOND: Commissioner Smith

VOTE: Commissioner Taylor making it unanimous

4. Minutes of previous meeting:

MOTION: Smith moved to approve minutes of August 12th, 2002 as presented.

SECOND: Diaz

VOTE: Taylor abstaining

5. Planning Director memo re: Rail Trail Issue: Mr. Harris presented memo to Commission. This matter was previously tabled. Prior to vote, discussion ensued regarding financial responsibility. Mr. Harris explained that there is no financial responsibility.

MOTION: Commissioner Smith moved to approve the Lease Agreement with Dominion Hope Gas and authorize the President to sign the same.

SECOND: Commissioner Diaz

VOTE: Commissioner Taylor making it unanimous

6. Lease Agreement with Dominion Hope Gas Inc.: Mr. Jim Harris explained that this item was handled under Item #5.

9:30 A.M.: Norm Farley, Attorney, Re: Annexation - City of Bridgeport: The City of Bridgeport has been asked to annex approximately 5 acres out on new Route 279. At the request of the property owner, the City of Bridgeport has passed an Ordinance approving the annexation. Mr. Farley presented this date the documents to the County Commission and request that the annexation be approved.

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The documents are: Transmittal letter from the Mayor of the City of Bridgeport, transmitting the documents and requesting approval; a copy of the Certificate as required by the Statute, advising that the Ordinance was approved by City Council on the 2nd Reading and signed by Mayor and City Recorder and attached to the Certificate is a certified copy of the Ordinance and a copy of the plat. Also tendered to the Commission was a proposed Order as required by one of the provisions of the Statute, in which the Commission has essentially has reviewed the matter and approves the annexation.

MOTION: Diaz moved that the letter from Mayor Timms be identified as Exhibit 1

SECOND: Smith

VOTE: Taylor making it unanimous

MOTION: Roger Diaz moved that the Certificate that's been presented be identified as Exhibit 2.

SECOND: Jim Smith

VOTE: Beth Taylor making it unanimous

Further discussion ensued with regard to this property being annexed piecemeal. Mr. Farley explained that this particular property was purchased by Bluestone Leasing and at this time, he did not know if the rest of the property in question would be annexed or not.

MOTION: Commissioner Diaz moved that the annexation be permitted and that the President be authorized to sign the Order this date

SECOND: Commissioner Smith

VOTE: Commissioner Taylor making it unanimous, stipulating that she does so due to no objection to the annexation was forthcoming.

More discussion was forthcoming regarding growth in our area. Charles Pointe was discussed and Mr. Diaz pointed out that Charles Pointe is the only project (at this point in time) still in contention for the Economic Development Grant. Mr. Diaz further went on record in full support of this project and asked if the Commission would want to go on record in support and indicate to the Development Board that we are on-board with the Charles Pointe project. Mr. Smith called for this to be put on Agenda for next meeting.

7. County Clerk memo re: salary increase: Mr. Harris presented this tabled item to Commission for possible action.

MOTION: Mr. Diaz moved that the Commission allow the salary cap to be raised to \$15,000.00 and that employee would submit hourly time cards to County Clerk and the County Clerk would sign off on those time cards and the amount of work done would be what is necessary so far as the grants that the employee is administering and that all the time that is necessary to be worked would be signed off by the County Clerk prior to issuing any type of increases in the total cap and the hourly rate remain the same.

SECOND: Mr. Smith

DISCUSSION: Recap of Motion's intent: Hourly rate will remain the same, the Clerk will sign off on all the hours that employee does spend in doing the job and then the Clerk will submit hours to payroll for consideration.

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VOTE: Ms. Taylor making it unanimous.

8. CCA of WV invitation to meeting 8/26/02 Flatwoods: No Action taken due to the fact that the meeting is scheduled this date.

9. County Clerks memo re: poll workers salaries: Mr. Harris presented this tabled item for consideration. Mr. Diaz addressed this, stating that several counties have increased the amount of money that they are paying the poll workers in hopes of attracting, #1, more people to work the polls and also a group of people who would be more astute in administering the duties of an election official

MOTION: Roger Diaz moved that the Commission increase the sum paid to not exceed \$125.00 per day per each Ballot Commissioner

SECOND: Jim Smith

Discussion: County Clerk, Sylvia Basile, stated that the Ballot Commissioners are already being paid \$125.00 per day.

MOTION AND SECOND WITHDRAWN

MOTION: Roger Diaz moved that the Commission increase amount paid to Election Workers to \$100 per day.

SECOND: Jim Smith

VOTE: Beth Taylor making it unanimous

*10. Letter from Bingamon PSD re: re-appointments: Mr. Harris presented this tabled item and explained that the letter was to inform Bingamon PSD that the member's terms were expiring.

MOTION: Commissioner Diaz moved that the three (3) that are presented, Haggerty, McDonald, and O'Dell, be re-appointed for the appropriate terms.

SECOND: Commissioner Smith with the stipulation that O'Dell completes the data information on education background so that it will be consistent with the others.

VOTE: Commissioner Taylor making it unanimous

11. Letter to Surplus Property re: Salem VFD: Mr. Harris presented and explained that Salem VFD sent letter requesting that they be allowed to do some surplus purchasing in Charleston.

MOTION: Roger Diaz moved that the record reflect that today the Commission is signing a letter and sending it to Charleston in support

SECOND: Jim Smith

VOTE: Beth Taylor making it unanimous

12. City Window Re: Quote/Final Phase Window Replacement: Jim Harris presented to the Commission and explained that this is regarding the final phase of window replacement and that this is for 108 units and will complete the whole building. Jim Harris stated that the Architect could be contacted if the Commission wants another bid package. Mr. Diaz stated for the record that he was satisfied with the workmanship and everything that City Window has done, but feels that this should probably be bid out to protect the Commission.

MOTION: Commissioner Smith moved that based on the City Window estimate that the Commission instruct to get

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sealed bids for the remainder of the window replacement project for the Courthouse.

SECOND: Commissioner Diaz

DISCUSSION: Roger Diaz inquired as to why the Architect needed to be called. Mr. Harris explained that the Architect does the bid packages.

VOTE: Commissioner Taylor making it unanimous

13. Oath of Office for signature/Minta Kyle/Enlarged Hepzibah PSD: Mr. Harris presented. Some discussion followed regarding a need for a clarification letter to be sent to Enlarged Hepzibah PSD indicating that they need to elect a Chairperson.

17. (Taken out of order) Letter from Caesar Bango re: Enlarged Hepzibah PSD Vacancy: President Taylor brought this item up as it relates to #13.

MOTION: Smith moved that this letter be put in the file for a future vacancy since we have already made the appointment

SECOND: Diaz

VOTE: Taylor making it unanimous

14. Letter from Adamson Industries Corp., re: bid package cruisers: Mr. Harris presented letter as a holdover from the last meeting. After cruiser bids were opened this company sent a letter to Ms. Taylor, postmarked by July 31st, the date you opened the mail. Ms. Taylor stated that it didn't get opened. Mr. Harris contacted the company in Massachusetts and he spoke to Steve Conterino and he advised me that even though they had expressed some interest they would not have bid on new cruisers.

15. Letter from Judge Marks re: painting Law Clerks Office: Mr. Harris went to see the office in question and that office does need painted and he is going to schedule that some evening if you would allow him to handle it.

MOTION: Commissioner Diaz moved that Jim Harris advise Judge Marks by memo that the painting will be done.
SECOND: Commissioner Smith
VOTE: Unanimous

16. Letter from Sheriff, re: Salary increase for DEA secretary: Mr. Harris presented.

MOTION: Diaz moved that the amount of \$881.00 yearly be added to her salary as long as the Federal funds are available for that increase to be effective October 1, 2002
SECOND: Smith
VOTE: Taylor making it unanimous

18. Letter from CCA regarding Fall Board & Legislative Committee Meeting: Jim Harris presented. Roger Diaz has another engagement that date (9/29).

MOTION: Roger Diaz moved that Commissioner Beth Taylor be authorized travel to Shepherdstown September 29th and 30th.

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SECOND: Jim Smith
VOTE: Beth Taylor making it unanimous

19. Letter from VA regarding Homeless Program Seminar: Harris presented for possible participation. NO ACTION TAKEN

20. Memo from WVDP regarding Community Matters Conference: Jim Harris presented. Mr. Diaz stated that this was also a leadership symposium.

MOTION: Commissioner Diaz moved that Jim Harris be allowed to attend this and that appropriate travel and expenses be allocated.

SECOND: Commissioner Smith
VOTE: Commissioner Taylor making it unanimous

21. Letter from Sheriff regarding work out equipment in former jail: Jim Harris presented and Mr. Diaz explained that this equipment was to be transferred to Central Fire Station.

MOTION: Roger Diaz moved that the request of James Jack be allowed

SECOND: Jim Smith
VOTE: Beth Taylor making it unanimous

The 10:00 A.M. appointment was not present and the 10:30 A.M. was present, the Commission went forward with the Agenda.

10:30 A.M.: P & R Board Member sworn in: At this time, Vickie Huffman was sworn in.

10:00 A.M.: Chief Magistrate Gorby re: Worthless Check Fund: Chief Magistrate Mark Gorby spoke with regard to the two employees being let go from the Magistrate Clerk's Office who are paid out of the Worthless Check fund. Chief Magistrate Gorby was appearing before the Commission to inquire if there was some way to keep both employees, or, at least, one of them. Commissioner Taylor stated that she was under the impression that the Commission did not have a choice in this matter. Mr. Jim Harris stated that under the Agreement with the Supreme Court of West Virginia that says you will maintain a \$20,000.00 min. balance in your fund and in March 2001, that fund went below the minimum and in June of 2002 that fund was depleted and went into the red. The Supreme Court Administrator is willing to renegotiate the agreement and strike the \$20,000.00 minimum out of it and if that is the case, there would be enough money to potentially fund 1 salary, not 2. The question arose regarding the Prosecutor's Office also pursuing worthless checks and Prosecutor John Scott informed the Commission that their office is still required to pay the fee to the Magistrate that they would have been collecting normally.

25. Letter from Supreme Court regarding Worthless Check Contract: At this point Item #25 was incorporated into the discussion. Commissioner Diaz stated that it was up to the Magistrate Clerk's Office to decide which position would be retained if there are funds available. Magistrate Gorby stated that one of the employees has obtained other employment. Commissioner Smith felt a buffer of 3 months salary is

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needed and then move forward from there.

MOTION: Diaz moved that the Commission place into the Worthless Check Fund balance an amount to equal three (3) months salary in a one time instance for one individual and that maybe a campaign started by that particular department indicating to people that they need to bring their business to them.

SECOND: Smith, subject to the Agreement of the State Supreme Court to waive the minimum balance.

VOTE: Taylor making it unanimous

Mr. Harris brought to the attention of the Commission the rescinding of the layoff of the employee in question.

MOTION: Commissioner Smith moved to rescind the layoff notice to Beverly Stickle effective 8/30.

SECOND: Commissioner Diaz

VOTE: Commissioner Taylor making it unanimous

22. Letter from Chamber of Commerce regarding membership: Harris presented.

MOTION: Diaz moved to not renew membership in Chamber of Commerce

SECOND: Smith

VOTE: Taylor making it unanimous

23. Letter from St. Paul regarding release form for signature: Jim Harris presented to Commission for signature.

MOTION: Roger Diaz moved that President Beth Taylor sign release in the area where it says "insured".

SECOND: Jim Smith

VOTE: Beth Taylor making it unanimous

24. Letter from DNR regarding request for funding: Jim Harris presented for possible action.

MOTION: Commissioner Smith moved to table this and have Jim Harris inquire of the contiguous Counties to see what they are doing regarding the funding of this HHH request to support people by donating deer, grinding it up, and donating it to the homeless.

SECOND: Commissioner Diaz

Discussion: Commissioner Diaz felt this would be better served by going through the Legislature, not counties.

VOTE: Commissioner Taylor making it unanimous

26. Letter from WV Housing Dev. regarding Lincoln Apartments: Jim Harris presented. The letter states that if they don't hear from the Commission within 30 days, they will assume there is no opposition.

MOTION: Roger Diaz moved to disregard the letter and allow that course of action to occur.

SECOND: Jim Smith

VOTE: Beth Taylor making it unanimous

27. Letter from Dave Ross regarding request for telephone line: Jim Harris presented for approval.

MOTION: Smith moved for approval.

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SECOND: Diaz
VOTE: Taylor making it unanimous

28. Letter from P & R regarding funding for 4-H renovations: Mr. Harris presented this previously tabled item. Mr. Diaz explained that the Commission okayed the first 2 items in previous request, but tabled this item. Ms. Taylor stated that she felt a request for funds should be resubmitted to Budget Digest.

MOTION: Commissioner Smith moved to table this until the next meeting when we get information and presentation from Architect to lay out the project and the estimated cost of the project.

SECOND: Commissioner Diaz

DISCUSSION: Jim Harris to place Architect on Agenda for next meeting.

VOTE: Commissioner Taylor making it unanimous

29. Discuss signage for Public Restrooms/per Pres. Taylor: Ms. Taylor presented this and explained that she was approached regarding the fact that there are no signs indicating where the public restrooms are located.

MOTION: Roger Diaz moved that signs be made and affixed at the elevator on every floor stating that public restrooms are located on first floor in annex.

SECOND: Jim Smith

Discussion: All public restrooms to be indicated.

VOTE: Beth Taylor making it unanimous

At this time, minutes of August 19th discussed.

MOTION: Commissioner Diaz moved to approve the minutes of August 19, 2002 and that they be accepted as presented.

SECOND: Commissioner Taylor

VOTE: Commissioner Smith abstaining

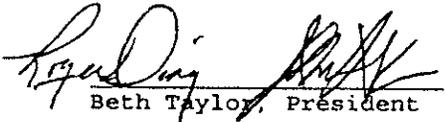
10:30 A.M.: Chad Biller and Mike Romano sworn in as P & R Board Members: At this time, Commission President, Beth Taylor, swore in Chad Biller and Michael Romano as P & R Board Members.

PUBLIC COMMENT: As no persons signed to speak before the Commission, President Taylor declared the Public Comment Period closed

MOTION: Commissioner Diaz moved to adjourn

SECOND: Commissioner Smith

VOTE: Commissioner Taylor making it unanimous


Beth Taylor, President

Date

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in GENERAL ORDER Book No. 71 at Page 4, of said records.

Given under my hand and Seal of said Office, this 23 day of
June, 2005



Clerk, Harrison County Commission

Effie O'Dell

Re-Appointed as a Member
of Bingamon Public Service
District

This day came Effie O'Dell who was heretofore re-appointed as a member of the Bingamon Public Service District, and accepted said office or trust and took the oath prescribed by law as such member aforesaid. Her term of office commencing September 12, 2002 and continuing until September 12, 2008.

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in GENERAL ORDER Book No. 71 at Page 65, of said records.

Given under my hand and Seal of said Office, this 6 day of April, 2005.


Clerk, Harrison County Commission

The County Commission of Harrison County

CASTO & HARRIS INC., SPENCER, W. VA. RECORDS NO 10357-C-01

Judie McDonough
Re-Appointed Member of
Bingamon Public Service
District

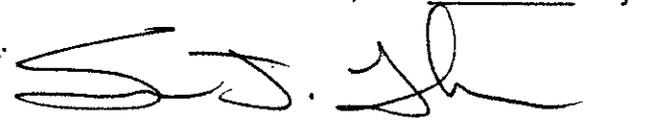
This day came Judie McDonough, who was heretofore re-appointed as a member of the Bingamon Public Service District and accepted said office or trust and took the oath prescribed as such member aforesaid. Her term office commencing September 10, 2002 and to continue until September 10, 2008.

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in GENERAL ORDER Book No. 71 at Page 66, of said records.

Given under my hand and Seal of said Office, this 6 day of April, 2005.



Clerk, Harrison County Commission

ORDERS — Commissioners Harrison County, W. Va.

Session Held

THURSDAY, OCTOBER 7,

20 04

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 134038-03

County Commission

Minutes of September 30 Meeting
Approved

Harrison County Commission

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

COMMISSIONERS
ROGER DIAZ
FRANK "CHUNKI" ANGOTTI
RONALD R. WATSON

At the regular meeting of the County Commission of Harrison County held on Thursday, September 30, 2004, Commissioners Ron Watson, Roger Diaz and Frank Angotti were present. Also present were Sylvia Basile, County Clerk, Kathy Oliverio, Deputy County Clerk, Jim Harris, County Administrator, and Robert Andre, Asst. Prosecuting Attorney. A sign-up sheet was available for anyone who wished to speak during the Public Comment period.

Commissioner Watson opened the meeting on the Courthouse steps for 9:00 A.M. Agenda item.

9:00 A.M. AGENDA ITEM: Auction of Perry Mines Property: Commission Diaz opened the auction with a minimum bid of \$65,000.00 for 1.77 Acres with certain restrictions. Mr. Frank J. Gallo, Route 1, Box 529, Clarksburg, bid \$65,000.00 and hearing no further bids, Commission Diaz closed the bidding and property was sold to Mr. Gallo, who presented the Commission with a \$10,000.00 down payment and a letter from Huntington Bank to secure the balance. Commission then went inside to continue with the meeting.

1. Action on Consent Agenda: Angotti moved to approve and Commission concurred.
2. Minutes of the previous meeting(s): None
3. Payroll Change Notices: Angotti moved to approve Payroll Changes as presented and Commission concurred.
4. Nomination to HCBES Board - Health Department seat: Watson moved to appoint the Administrator of the Health Department as a voting member of the HCBES Board. Commission agreed unanimously.
5. Appointment to Criss/Cross Board of Directors: Watson moved to TABLE and Commission concurred.
6. Appointment to North Central WV Homeless Coalition Board: Watson moved to TABLE and Commission concurred.

7. Appointment to Greater Clarksburg Convention Visitors Bureau Board: Watson moved to TABLE and Commission concurred.
 8. Appointment to Job Service Employers Committee: Watson moved to TABLE and Commission concurred.
 9. Letter from Addressing/Mapping Coordinator RE: new road names: Watson moved to accept these new names assigned to various roads throughout County that previously had conflicting names and Commission concurred.
 10. Appointment Data Sheet/Mike Sieber/Bingamon PSD: Angotti moved to reappoint Mike Sieber to the Bingamon PSD and Commission agreed unanimously.
 11. Letters from Ms. Cummings RE: Paul Cummings estate matter: moved to refer this to the next Fiduciary Commissioner (of accounts) on rotation for possible resolve and Commission concurred.
 12. Letter from West Fork Onsite Community Cooperative, Inc RE: bill: This is regarding payment to Thrasher Engineering for work done and is now in the hands of Tracy Rowan, WV Development Office. Watson moved to acknowledge receipt of this letter and Commission concurred.
 13. Letter from Mrs. Webb RE: Community Corrections workers: Watson moved to refer to Greg Scolapio for consideration and Commission agreed unanimously.
 14. Memo of request from Planning Director RE: unused sick leave: Watson moved to take under advisement and put with other personnel handbook issues or changes that are being looked at and Commission concurred.
 15. Letter from Region VI RE: Private Sector memberships: Watson moved to acknowledge receipt and place in appropriate file and Commission agreed unanimously.
 16. Draft report on increases for #03 line item(s) of elected Officials: Watson moved to TABLE and Commission concurred.
 17. Draft letter to Marion County Commission RE: Animal Control: Watson moved to approve letter and authorize signatures and Commission concurred.
- 9:30 A.M. AGENDA ITEM: Bid Opening - Digital Copier - P & R Office:
3 Bids received: (1) Document Solutions, Route 3, Box 130, Clarksburg:
Special Consideration (per copy): .006 per copy (supplies separate - .0152 per copy.
Purchase - \$7,106.00
Lease - \$435.29 3 year basis (Lease/Purchase)
Lease - \$361.25 5 year basis (Lease/Purchase)



ORDERS — Commissioners Harrison County, W. Va.

Session Held

20

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 134838-03

2

Lease/Purchase includes 20,000 copies and all supplies and maintenances, etc.

(2) H. L. Heaster, Clarksburg, WV, Purchase - \$12,072.00 (including 3 yr Maintenance)

No bid per copy

Lease/Purchase Price for 3 year period

Lease/Purchase for 5 year period

(3) MCM, Nutter Fort, WV, Lease - \$258.00 per mo. for 2 years (includes 20,000 copies and all supplies & maintenance) No Purchase price included.

Watson moved to accept bids and refer to Purchasing and IT for recommendation based on specs being met, etc., and Commission concurred.

9:35 A.M. AGENDA ITEM: Lu Bush/Susan Deniker RE: Criss Cross, Inc. Ms. Bush gave the Commission an overview of what Criss Cross does and how they fund their programs. Even the employees have fund raisers in order to keep programs going. She asked for the Commission to consider helping financially. Commissioner Diaz stated that their request will be given consideration.

18. Draft letter to WVDO RE: Clean State Program MOU: Watson moved to approve and affix signatures and Commission concurred.

19. Resolution authorizing President Diaz to sign RE: EMP Grant items: Watson moved to approve and sign and Commission concurred

20. Assistant Prosecutor Andre request for training approval: Watson moved to approve travel and Commission concurred.

21. Certified letter from Anker Mining RE: Pre-blasting survey: Watson moved to refer to Legal and Commission concurred.

22. Memo from Planning RE: Return to Work Providers: Premier Medical Group, Doctors Quick Care and Medbrook Urgent Care were contacted by Linda Cross regarding working with the County on the Return to Work Program. Medbrook and Premiere agreed, however, Doctors Quick Care declined due to working with Social Security. Watson moved to accept and Commission agreed unanimously.

moved to accept and Commission agreed unanimously.

10:00 A.M. AGENDA ITEM: Cambridge Place - Gina MaGee: Ms. MaGee gave an overview of Cambridge Place, located by Gabriel Brothers Plaza in Bridgeport and what the property has to offer companies in this area, i.e., parking, new facilities, etc.

23. Invitation/WV Farmland Protection Association 10/6/04: Watson moved that each Commissioner and/or Bob Andre take care of arrangements if they so choose to attend. Commission concurred.
 24. Letter from VFW RE: Veteran's Day events funding: Watson moved that each Commissioner make arrangements if they choose to be a part of this event and Commission concurred. No action on funding request.
 25. Draft-RFP for Offsite Records Storage Facility/T. Schulte: This RFP is to find out what buildings are available that meet the requirements. Cost will not be a part of the RFP at this time. Angotti moved to accept draft of RFP for consideration and Commission concurred.
 26. Draft-Librarian/Records Manager Job Description/T. Schulte: Angotti moved to accept draft of job description as presented and Commission concurred.
 27. Glen Falls Community Center Certificate of Completion: Angotti moved to authorize President to sign and Commission concurred.
 28. Rail Trail Project Change Order RE: Fencing: Terry Schulte stated that this is a safety issue. This is not covered by the Grant, however Staff recommends approval of Change Order. Angotti moved to approve and Commission concurred.
 29. Request for Payment - TEA - 21: NO ACTION
 30. Temporary Lease Agreement - Crossing for Jacksons: Angotti moved to approve and sign and Commission concurred.
 31. Personnel Action to Consider: Watson moved this as an emergency and designate as Item 31. Commission concurred. Watson moved to handle this during Executive Session and Commission concurred.
- 10:30 A.M. AGENDA ITEM: Andy Moore - The St. Paul Insurance RE: Renewal Policy: Mr. Moore explained that there is a 7 % increase. There is an increase in deductible for Law Enforcement from \$10,000 to \$15,000 for expense and pay claim combination. He explained 1 of 3 options - the Terrorism coverage, which the Commission declined. He further explained the uninsured and underinsured motorist coverage (options 2 & 3). Commissioner Diaz recommended that the County go to the One Million Dollar limit - UM (460.00 additional per year). There was a brief question and answer period and Commission thanked Mr. Moore for the information. Watson moved that we accept Options 2 & 3 as an add-on option and Commission concurred.
- Watson moved to go into Executive Session to discuss Item 31. Commission concurred.
- Angotti moved to return to Regular Session and Commission concurred.
31. Watson moved to dismiss John Powell for Cause effective immediately and Commission concurred. A letter of

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ORDERS — Commissioners Harrison County, W. Va.

Session Held

THURSDAY, OCTOBER 7,

20 04

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 134838-03

termination will be fashioned this date.

10:45 A.M. AGENDA ITEM: Greg Scolapio RE: Tabled issue on funding & cemetery update: Greg gave an update on work done at Cemetery, stating that a large portion has been cleared and there were only 2 headstones discernible in the area where the cemetery is located. Commission commended Officer Scolapio for a job well done

Then Scolapio revisited personnel issues brought up at the June 24th Commission meeting. He reiterated that there is a need for 4 full time Officers and a full time Administrative Assistant. Commissioner Diaz spoke in favor of an additional full time Officer and Administrative Assistant. Commission confirmed that they were in favor of this program and felt that it was going to grow. Watson moved to place this on the Agenda 2 weeks from this date and Commission will have a definitive answer at that time. Commission concurred.

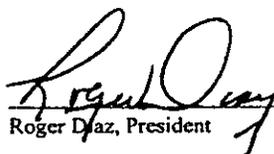
Watson moved to go into Executive Session to discuss a Personnel matter and Commission concurred.

Angotti moved to return to Regular Session.

Watson then moved that the Commission approve an additional Community Corrections Officer for Home Confinement and start with the Administrative Assistant rewriting the job specs to include Home Confinement on an as needed basis or as directed by the Director of the Program. Commission concurred.

At this time, the Commission recognized Jim Harris, County Administrator, as this is his last meeting. Jim will be leaving to accept another position. Commissioner Diaz thanked Harris on behalf of all the Commissioners and stated that he will be missed.

Watson moved to adjourn and Commission concurred.



Roger Diaz, President

10-07-04
Date

It is ordered that the Commission be adjourned until Thursday,
October 14, 2004 at 9:00 o'clock a.m.

STATE OF WEST VIRGINIA,

In the presence of the Clerk of the Harrison County Commission

In vacation of the Commission, FRIDAY, OCTOBER 8, 2004:

NO BUSINESS WAS TRANSACTED BY THE CLERK.

Attest: Clerk

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 73 at Page 154, of said records.

Given under my hand and Seal of said Office, this 26th day of July 2005, _____.



Clerk, Harrison County Commission

ORDERS — Commissioners Harrison County, W. Va.

Session Held

THURSDAY, FEBRUARY 10,

20 05

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 134838-03

County Commission

Minutes of February 3 Meeting
Approved



Harrison County Commission

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

COMMISSIONERS
ROGER DIAZ
FRANK "CHUNKI" ANGOTTI
RONALD R. WATSON

AMENDED 2/10/05
Administrative
SHOULD READ

Amended 2/10/2005...Should Read:
Ceryl Romero, Co. Assessor and Grey
Dale, Chief Residential Appraiser were
also present

At the Regular meeting of the County Commission of Harrison County held on Thursday, February 3, 2005, Commissioners Roger Diaz, Ron Watson & Frank Angotti were present. Also present were Susan Thomas, County Clerk, Kathy Oliverio, Deputy County Clerk, Regina Seamon, County Administrative Secretary and Robert Andre, Asst. Prosecuting Attorney. Commissioner Diaz opened the meeting with the Pledge of Allegiance to the Flag. Anyone wishing to speak during the meeting would be recognized by the Commission and allowed to speak.

9:00 to 11:30 Board of Review & Equalization: The Commission, sitting as the Board of Review & Equalization met and Commission President, Roger Diaz, opened the Board of Review & Equalization. It was reported that no person was scheduled to appear before the Board, therefore, President Diaz recessed the Board of Review & Equalization until the next scheduled date - Monday, Feb. 7, 2005.

NOTE: Commissioners will be available until 11:30 A.M. this date for anyone who wishes to be heard before the Board.

T2. 4-H Center Project & P & R Issues: Watson moved to bring from the TABLE T2 and Commission concurred. At this time, Larry Ryan and Jason Ryan, MSES Consultants, spoke before the Commission giving an overview of utilization of site for new 4-H building. This is a 2 level building, with access via elevator and stairs, with the ability of future expansion. There is also a fitness trail incorporated in the facility. Angotti moved that this new design be recommended to the Park Board for passage and Commission concurred.

9:05 A.M.: AGENDA ITEM: Swear - in 2 new Deputy Sheriffs: Commissioner Diaz swore in Harley F. Lane and Nicholas P. Shearer, Deputies for Harrison County Sheriff's Department.

NEW BUSINESS:

1. Action on Consent Agenda: Watson moved to approve Consent Agenda as presented & Commission concurred.
2. Minutes of the previous meeting(s): Watson moved to approve the Minutes of January 20, 2005 as presented and Commission concurred.
3. Payroll Change Notices: There are 2 Payroll Changes. Watson moved to approve as presented and Commission agreed unanimously. At this time, Watson moved to approve Exonerations as presented and Commission concurred. Watson then moved to approve Joint Property Application as presented and Commission agreed unanimously.
4. Sheriff Jack RE: Request for travel/WVACo Annual Meeting: Watson moved to approve and Commission concurred.

DEVIATION FROM REGULAR AGENDA: Commissioner Angotti presented the Commission a check in the amount of \$20,000.00 from DuPont for the Spelter Park.

5. Letter from Chief Judge RE: Restroom on 4th floor & Jurors kitchenette request: Watson moved to defer to Bob Andre for possible action and Commission concurred.
6. Letter from Probation RE: Renovation request & filing cabinets: Watson moved to defer to Bob Andre for possible action and Commission concurred.
7. Letter of recommendation from Bingamon PSD RE: Board member: Watson moved to place in proper file and give consideration – MOTION WITHDRAWN. Angotti moved recommendation of the Bingamon PDS to appoint Edward Hildreth Jr to Board. Commission concurred.
8. Mutual Assistance Agreements/RE: Law Enforcement: Watson moved to authorize President's signature on Agreements and Commission concurred.



ORDERS — Commissioners Harrison County, W. Va.

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Session Held

20

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 134838-03

- G) Letter from Chief of Police/Shinnston/RE: Animal Control
- H) Statement of Changes in Taxes Receivable/January 2005
- I) Memo from ACS RE: January 2005 animal dispositions
- J) Letter from State Tax Department RE: Administrative Notices
- K) Letter from Advanced Alarm Technologies RE: Security work
- L) Newsletter / WV Legislature "WRAP-UP"
- M) Audit/Greater Harrison PSD/FY ending June 30, 2004
- N) Certified Payrolls / Elevator project/ThyssenKrupp

TABLED ITEMS:

- T1) Sheriff Jack letter requesting renovations to Tax Office
- T2) 4-H Center Project & P & R issues
- T3) Letter from Mr. Davis Watson RE: donation of real property
- T4) Lost Creek Trailside Facility Project
- T5) Letter from Div. of Natural Resources RE: Litter control officer
- T6) Petition RE: Dorothea L. Moses estate
- T7) Letter from Auditor RE: Social Security Protection Act
- T8) Board & Commission appointments
- T9) Status Report-Harrison County Projects
- T10) Pete Dye (TIF issue)

ORDERS — Commissioners Harrison County, W. Va.

Session Held

20

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 134838-03

2

9:30 A.M. AGENDA ITEM: Public hearing/First Reading/Ordinance/Dogs-Running-at-Large: Commission President, Roger Diaz, opened the Public Hearing and Robert Andre, Legal gave an overview of proposed Ordinance, marked as Ordinance 2005-1. Upon completion of overview and First Reading, Diaz proceeded with Public Comment. Speaking before the Commission:

Terry Cox, Clarksburg Country Club area, spoke in favor of the Ordinance.

George Freeman, Owings, spoke against the Order as written, citing the need for fence and chaining regulations.

Luther Rogers, Lumberport, WV, spoke against the Order. He stated that there is a vicious animal Law currently on the Books.

Robert Dennison, representing WV Coon Hunters, stated that he has a problem with identifying what is a sporting dog. He also was concerned with confining dogs that needed to run on their own property, but could inadvertently wander onto another's property.

Warner Short, Wolf Summit, spoke against the Order.

Ron Boggess, Lumberport, WV, spoke regarding wild dogs that are nuisances.

John Stinger, West Milford-Lost Creek area, spoke against confinements and asked about the possibility of Grand fathering Clause for those dogs of an advanced age can continue to be allowed to run free.

Lindsey Blair, Rt 1, Shinnston, spoke in favor of Ordinance on loose dogs.

Marvin Wilson, Route 3, Box 466, Clarksburg (Between Arlington and Glen Falls), spoke in favor of the Ordinance.

With no further persons wishing to speak, President Diaz CLOSED the Public Hearing on the 1st Reading of the Order.

9:00 A.M. AGENDA ITEM: Chief Joe Gonzalez – Proclamation: Commissioners presented Proclamation proclaiming February 3, 2005, as Chief Joe Gonzalez day throughout Harrison County.

At this time, Senators Joseph Minard and William Sharp and Delegate Sam Cann were recognized by the Commission. Senator Minard presented a check for \$150,000.00 to be utilized for the 4-H Center Project. Angotti moved to explore different options of funding for the new 4-H project in order to move forward and Commission concurred. Watson then moved that the old MOU, dealing with 5 spaces, 1 reception area, etc., be terminated in order to negotiate a new form of agreement and Commission concurred.

10:00 A.M. AGENDA ITEM: Greg Scolapio RE: Purchasing of Home Confinement Equipment:

9. Letter from City of Bridgeport RE: City Manager/HCDA member: Re-nomination of Kim Haws, Bridgeport City Manager, for another term on the HCDA and Bridgeport City Council agreed to a \$5,000.00 donation to the HCDA. Watson moved to approve reappointment and acknowledge donation from the City of Bridgeport and Commission concurred.

10. Animal Control Shelter/RE: Approval to Travel/Training in Charleston: Watson moved to approve request and Commission concurred.

11. Scottish Festival & Celtic Gathering RE: Request for funding: Angotti moved to approve request for \$1,000.00 and Commission concurred.

12. Memo from Greg Skidmore, Addressing & Mapping Coordinator RE: New road names: A PowerPoint presentation gave an overview of the addressing and mapping.

13. Petition (Incorporating Legal Memorandum) to Probate Will Copy RE: Set Hearing date: Watson moved to schedule Hearing for February 24, 2005, 9:30 A.M. to hear Petition and Commission concurred.

14. Assessor Romano RE: Request for travel/WVACo Annual Meeting: Watson moved to approve and Commission concurred.

15. Request from County Coroner RE: Request for funding/Masters Conference: Watson moved to TABLE and Commission concurred.

16. Order following Show Cause Hearing RE: Virginia Rockwell: Watson moved to enter into the Order and affix signatures to same. Commission agreed unanimously.

17. Commissioner Watson RE: Discussion of 2005-2006 Cost of Living/Salary Increases: Angotti moved that all elected Officials be brought together for a Work Session (open to the Public and Minutes kept) regarding this and Commission concurred. Bob Andre to speak with every Elected Official to find a date convenient to all.

18. FB Smart RE: Request for travel/MOTOVision/Nashville, TN: Based upon Robert Andre's recommendation, Watson moved to approve and Commission concurred.

19. Letter from Pastor Mullett RE: Planning Commission Permit fees: Watson moved to TABLE.

ORDERS — Commissioners Harrison County, W. Va.

Session Held

20

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 134838-03

3

Motion withdrawn. Angotti moved to refer to Planning Commission Board to be handled. Commission concurred.

20. Letter from William L. Bennett RE: Appoint Sheriff as Administrator of Estate (Lylloth G. Woodall): Watson moved to approve pending County Clerk's recommendation that there is no other person asking to be appointed. Commission concurred.

21. 2005 Recreational Trails Grant Application & Resolution: Watson moved to approve and authorize President's signature and Commission concurred.

22. Records Management Memo RE: Fire Marshall & Structural Analysis: Watson moved to approve Structural Analysis and Commission concurred.

23. Request to Lease Property Acquired w/FEMA funding: Watson moved to authorize President's signature to the Hazard Mitigation Property Lease and Commission concurred.

24. Request for Travel RE: Planning Commission: Watson moved to approve and Commission concurred.

At this time, Commission Watson brought forth an issue and moved discussion under the "Good of the Order". Commission concurred. Kurt Newbrough, County Surveyor, was recognized regarding a certified document showing areas within 1,000 yards of WI Junior High School for Court appearances, etc.

Newbrough showed the Commission his findings and how he arrived at the measurements of the area in question. NO ACTION TAKEN.

With no further business before the Commission, Commissioner Watson moved to adjourn and Commission concurred.



Roger Diaz, President

02-10-05'

Date

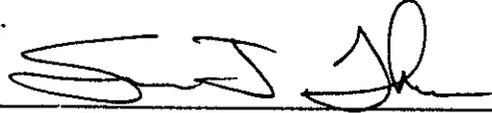
STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 73 at Page 338, of said records.

Given under my hand and Seal of said Office, this 26th day of

July 2005, _____.



Clerk, Harrison County Commission

Instrument Book Page
200200019252 35 83

OATH OF OFFICE AND CERTIFICATE

=====

STATE of WEST VIRGINIA)
)
Harrison County, to-wit)

I do solemnly swear that I will support the Constitution of the United States and the
Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the
office of Member, Bingamon Public Service District

to the best of my skill and judgement: SO HELP ME GOD.

Signature of Affiant *Terry Haggerty*
Terry Haggerty

Subscribed and sworn to before me, in said County and State, this 9th
 day of September 2002.

Stanley A. McCord
Dep Clerk

Beth Taylor, President

Roger Diaz, Member

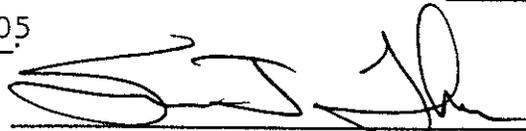
James D. Smith, Jr., Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in BOND & OATH Book No. 35 at Page 83, of said records.

Given under my hand and Seal of said Office, this 23 day of
June, 2005.



Clerk, Harrison County Commission

OATH OF OFFICE AND CERTIFICATE

=====

STATE of WEST VIRGINIA)
)
Harrison County, to-wit)

I do solemnly swear that I will support the Constitution of the United States and the
Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the
office of Member, Bingamon Public Service District

to the best of my skill and judgement: **SO HELP ME GOD.**

Signature of Affiant: *Judie McDonough*
 Judie McDonough

Subscribed and sworn to before me, in said County and State, this 10th
 day of September 2002.

Stanley G. McCord
Dep. Clerk

Beth Taylor, President

Roger Diaz, Member

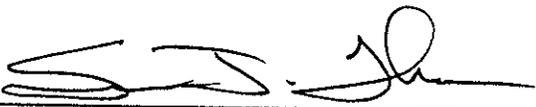
James D. Smith, Jr., Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in BOND & OATH Book No. 35 at Page 84, of said records.

Given under my hand and Seal of said Office, this 23 day of June, 2005.



Clerk, Harrison County Commission

OATH OF OFFICE AND CERTIFICATE

=====

STATE of WEST VIRGINIA)
)
Harrison County, to-wit)

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Member, Bingamon Public Service District

to the best of my skill and judgement: SO HELP ME GOD.

Signature of Affiant Judie McDonough
Judie McDonough

Subscribed and sworn to before me, in said County and State, this 10th
day of September 2002.

Stanley G. McCord
Dep. Clerk

Beth Taylor, President

Roger Diaz, Member

James D. Smith, Jr., Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in BOND & OATH Book No. 35 at Page 84, of said records.

Given under my hand and Seal of said Office, this 23 day of

June, 2005.



Clerk, Harrison County Commission

Instrument Book Page
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OATH OF OFFICE AND CERTIFICATE

=====

STATE of WEST VIRGINIA)
)
Harrison County, to-wit)

I do solemnly swear that I will support the Constitution of the United States and the
Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the
office of Member, Bingamon Public Service District

to the best of my skill and judgement: **SO HELP ME GOD.**

Signature of Affiant *Effie O'Dell*
Effie O'Dell

Subscribed and sworn to before me, in said County and State, this 12th
day of September 2002.

*Sarah H. McCord
Dep. Clerk.*

Beth Taylor, President

Roger Diaz, Member

James D. Smith, Jr., Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in BOND & OATH Book No. 35 at Page 85, of said records.

Given under my hand and Seal of said Office, this 23 day of June 2005.


Clerk, Harrison County Commission

OATH OF OFFICE AND CERTIFICATE

=====

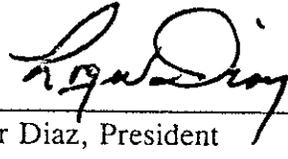
STATE of WEST VIRGINIA)
)
 Harrison County, to-wit)

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Member, Bingamon Public Servie District Board of Directors

to the best of my skill and judgement: **SO HELP ME GOD.**

Signature of Affiant Edward E. Hildreth, Jr.
Edward E. Hildreth, Jr.

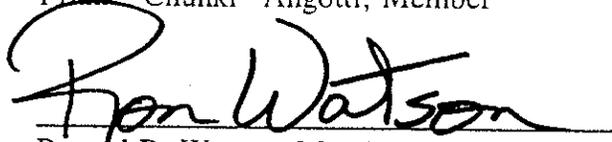
Subscribed and sworn to before me, in said County and State, this 25th
 day of February, 2005.



Roger Diaz, President



Frank "Chunki" Angotti, Member



Ronald R. Watson, Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in BOND & OATH Book No. 35 at Page 932, of said records.

Given under my hand and Seal of said Office, this 29 day of June, 2005.


Clerk, Harrison County Commission

Anthony G. McNeil
Deputy Clerk

Roger Diaz, President

Frank "Chunki" Angotti, Member

Ronald R. Watson, Member

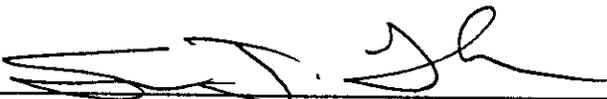
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STATE OF WEST VIRGINIA,

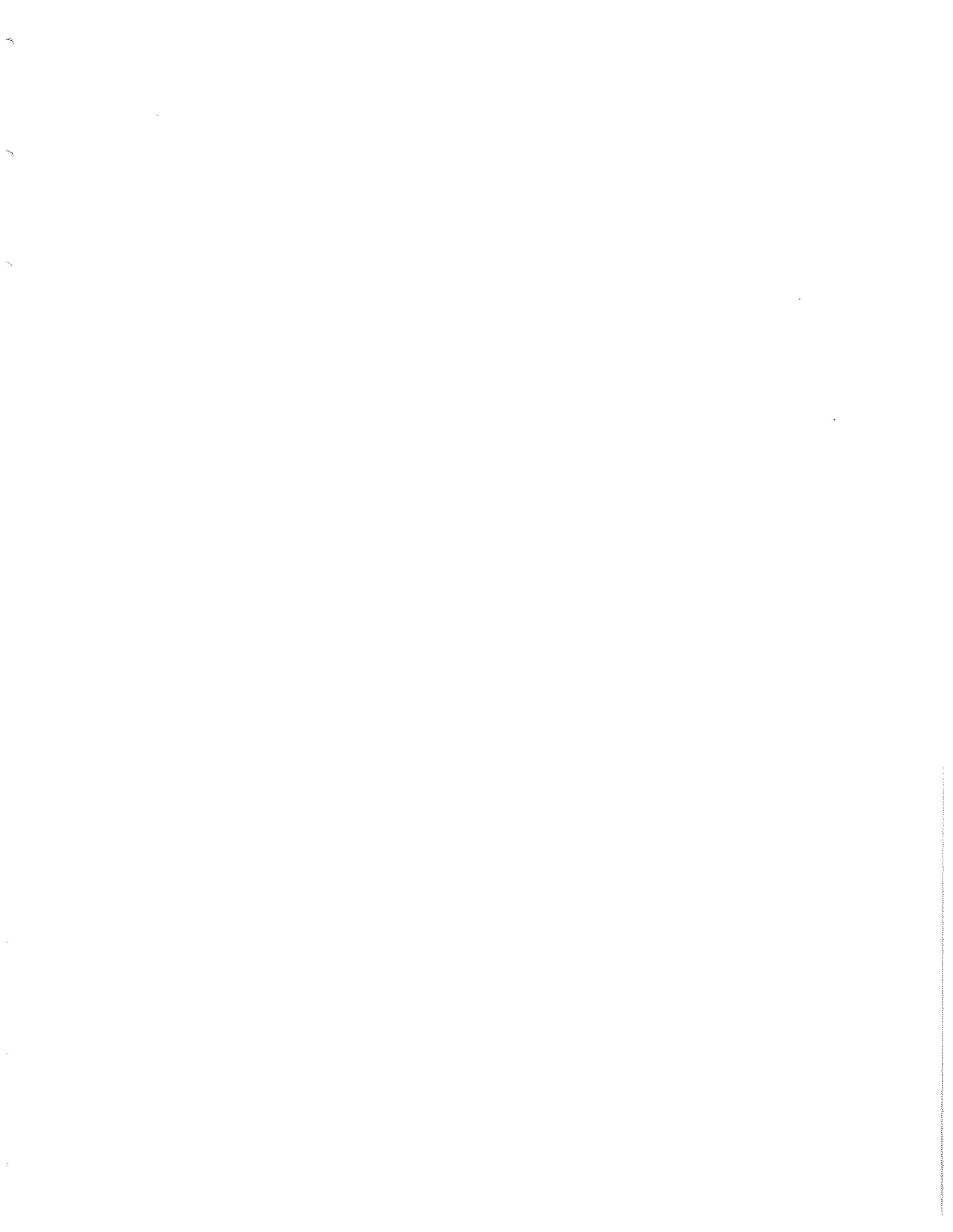
County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in BOARD & OATH Book No. 35 at Page 929, of said records.

Given under my hand and Seal of said Office, this 29 day of
June, 2005.



Clerk, Harrison County Commission



RULES OF PROCEDURE
BINGAMON PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: BINGAMON PUBLIC SERVICE DISTRICT.

Section 2. The principal office of this Public Service District will be located at Post Office Box 87, Wyatt, Harrison County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Bingamon Public Service District, and in the center "seal" as follows:

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II

PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

ARTICLE III

MEMBERSHIP

Section 1. The members of the Public Service Board of this District shall be those persons appointed by The County Commission of Harrison County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Public Service Board resign or otherwise become legally disqualified to serve as a member of the Public Service Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Public Service Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Public Service Board.

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Public Service Board of this District shall hold regular monthly meetings on the third Monday of each month, at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Public Service Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Public Service Board of the District, 3 (three) members shall constitute a quorum. Each member of the Public Service Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least 3 days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted thereat, and no business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of such Public Service Board, and the date, time, place and purpose of all special meetings of such Public Service Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. Regular Meetings. A notice shall be posted and maintained by the Secretary of the Public Service Board of the Public Service District at the front door or bulletin board of the Harrison County Courthouse and at the front door or bulletin board of the place fixed for regular meetings of the Public Service Board of the date, time and place fixed and entered of record by the Public Service Board for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same locations by the Secretary of the Public Service Board not less than 72 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. Special Meetings. A notice shall be posted by the Secretary of the Public Service Board at the front door or bulletin board of the Harrison County Courthouse and at the front door or bulletin board of the place fixed for the regular meetings of the Public Service Board not less than 72 hours before a special meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

ARTICLE V

OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in such year. The officers so elected shall serve until the next annual election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

ARTICLE VI

DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. The Chairman shall, together with the Secretary, sign the minutes of all meetings at which he or she shall preside. The Chairman shall attend generally to the executive business of the Board and exercise such powers as may be conferred by the Board, by these Rules of Procedure, or as prescribed by law. The Chairman shall execute, and if necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. The Secretary shall, together with the Chairman, sign the minutes of the meetings at which he or she is present. The Secretary shall have charge of the minute book, be the custodian of the Common Seal of the District and all deeds and other writings and papers of the Board. The Secretary shall also perform such other duties as he or she may have under law by virtue of the office or as may be conferred from time to time by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 3. The Treasurer shall be the lawful custodian of all funds of the District and shall disburse funds of the District on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him by law or as may be conferred upon him by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

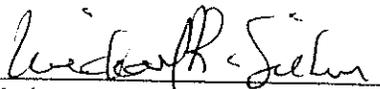
ARTICLE VII

AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment, repeal or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment, repeal or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

These Rules of Procedure shall replace any and all previous rules of procedure, bylaws or similar rules heretofore adopted by the District.

Adopted this 18 JULY, 2005.


Chairman

Attest:


Secretary

06/09/05
073480.00001

AFFIDAVIT OF PUBLICATION

State of West Virginia

004653

County of Marion, to wit:

I, Beverly A. Miller, being first duly sworn upon my oath,

do dispose and say that I am head clerk of the **TIMES WEST VIRGINIAN** a corporation, publisher of the newspaper entitled the **TIMES WEST VIRGINIAN** an independent newspaper:

that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below, that such newspaper is regularly published daily except Saturday and Sunday, for at least fifty weeks during the calendar year, in the Municipality of Fairmont, Marion County, West Virginia; that such newspaper is a newspaper of "general circulation," as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforementioned municipality and Marion County; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial or social nature, and for current happenings, announcements, miscellaneous reading matter, advertisements and other notices.

that the annexed notice of Case # 05-0010-PND-01 was duly published in said newspaper once day for 1 successive day (Class I), commencing with the issue of the 8 day of January, 2005, and ending with the issue of the 8 day of January, 2005; that said annexed notice was published on the following dates: January 8, 2005 and the cost of publishing said annexed notice as aforesaid was \$ 134.46

Taken, subscribed and sworn to before me in said county this 12 day of January, 2005

My commission expires Jan 24, 2010

Beverly A. Miller
Notary Public of Marion County, West Virginia

Legals

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 4th day of January, 2005.

CASE NO.:
05-0010-PWD-CN

BINGAMON PUBLIC SERVICE DISTRICT
Application for a Certificate of Convenience and Necessity to construct approximately 22,100 linear feet of 8 inch, 6 inch, 4 inch, and 2 inch replacement waterlines, one water storage tank, one water booster pump station upgrade, and radio telemetry to serve approximately 540 existing customers.

NOTICE OF FILING

WHEREAS, on January 4, 2005 the Bingamon Public Service District, filed an application, duly verified, for a Certificate to construct certain improvements to the Bingamon Public Service District water system in Harrison and Marion Counties, The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

WHEREAS, the Bingamon Public Service District (District) estimates that construction will cost approximately \$1,035,000.00. It is proposed that the construction will be financed as follows:

USDA Rural Utilities Service loan in the amount of \$430,000.00;

USDA Rural Utilities Service grant in the amount of \$605,000.00;

WHEREAS, the utility anticipated charging the following current water rates for its customers:

First 3,000 gallons
@ \$7.04 per 1,000 gallons
Next 3,000 gallons
@ \$6.50 per 1,000 gallons
Next 4,000 gallons
@ \$4.52 per 1,000 gallons
Over 10,000 gallons
@ \$3.78 per 1,000 gallons

MINIMUM MONTHLY BILL
for 3,000 gallons:
\$21.12 per month

DELAYED PAYMENT PENALTY

The above tariff is net. On all accounts not paid in full within (20) days of the latest pay date, 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.

CONNECTION CHARGE

Per tap = \$250.00 for new customers. There are no new customers to be added as a part of this project.

Bingamon Public Service District has no resale customers.

No rate increase is planned for this project because the Bingamon Public Service District anticipates being able to meet operational and maintenance expenses and debt service from its existing revenue.

Pursuant to §24-2-11, West Virginia Code, IT IS ORDERED that the Bingamon Public Service District give notice of the filing of said application, by publishing a copy of this order once in a newspaper duly qualified by the Secretary of State, published and of general circulation in Harrison and Marion Counties, making due return to this Commission of proper certification of publication immediately after publication. Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following the date of this publication unless otherwise modified by Commission order. Failure to timely protest or intervene can affect your right to protest aspects of this certificate case, including any associated rate increases, or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or intervention. Requests to intervene must comply with the Commission's rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protests and interventions should be addressed to Sandra Squire, Executive Secretary, PO Box 812, Charleston, West Virginia, 25323. IT IS FURTHER ORDERED that if no protests are received within said thirty (30) day period, the Commission may waive formal hearing and grant the application based on the evidence submitted with said application and its review thereof.

FOR THE COMMISSION:
SANDRA SQUIRE
EXECUTIVE SECRETARY

TIMES: January 8, 2005

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON

Approved by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 4th day of January, 2005.

NO. 05-0010-PWD-CN
BINGAMON PUBLIC SERVICE DISTRICT

Application for a Certificate of Convenience and Necessity to construct approximately 22,100 feet of 8 inch, 6 inch, 4 inch and 2 inch mainline waterlines, one water storage tank, one water booster pump station upgrade and radio telemetry to serve approximately 1,000 existing customers.

NOTICE OF FILING

READ: The Binghamon Public Service District filed an application for a Certificate of Convenience and Necessity to construct certain improvements to the Binghamon Public Service District water system in Harrison and Manor Counties. The application is on file with the Commission and is available for public inspection at the Public Service Commission, 101 Brooks Street, in Charleston, West Virginia.

READ: The Binghamon Public Service District estimates that construction will cost approximately \$4,000,000.00. The construction will be financed as follows:

1. \$1,000,000.00 from the State of West Virginia
2. \$1,000,000.00 from the State of West Virginia
3. \$2,000,000.00 from the State of West Virginia

Estimated monthly bill for 1,000 gallons:
New 1,000 gallons ----- \$33.00 per 1,000 gallons
New 500 gallons ----- \$16.50 per 500 gallons
Over 1,000 gallons ----- \$33.00 per 1,000 gallons

ESTIMATED MONTHLY BILL FOR 1,000 GALLONS:
\$33.00 per month

DELTED PAYMENT PENALTY
A late charge of 10% will be added to the net amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

NEW CUSTOMER CHARGE
\$250.00 for new customers. There are no new customers to be added as a part of this project.

The Binghamon Public Service District has no existing customers.

The project is planned for the project because of the Binghamon Public Service District's inability to meet operational and maintenance expenses and debt service from existing revenues.

IT IS ORDERED that the Binghamon Public Service District give notice of the filing of this application by publishing a copy of this order once in each issue of the Harrison County Reporter, a newspaper of general circulation in Harrison and Manor Counties, making due return to this Commission of proper certification of publication, appropriate time publication. Anyone desiring to object or intervene in this matter must file a protest or intervention within 30 days following the date of this order and must be filed with the Commission. Failure to timely protest or intervene shall constitute a waiver of the right to protest or intervene in this matter, including any associated requests for a new date in future proceedings. All protests or requests to intervene must be filed with the Commission set forth in the Commission's Rules of Procedure and Practice. All protests and interventions should be addressed to Sandra J. Riffe, Executive Secretary, P.O. Box 812, Charleston, West Virginia 25323.

IT IS FURTHER ORDERED that if no protests are received within said thirty (30) day period, the Commission may, without further hearing and grant the application based on the evidence submitted with said application and its review thereof.

Sandra J. Riffe
Executive Secretary

PUBLISHER'S CERTIFICATE

WEST VIRGINIA,
COUNTY OF HARRISON
DEBORAH VELTRI

I, the undersigned, Manager of THE EXPONENT-TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County of Harrison, West Virginia, do hereby certify that the annexed

NOTICE OF FILING

is published in said THE EXPONENT-TELEGRAM one time on the _____ day of _____ 20__ 05

at a cost to the publisher's fee for said publication is \$ 138.24

Witness my hand this 12 day of January

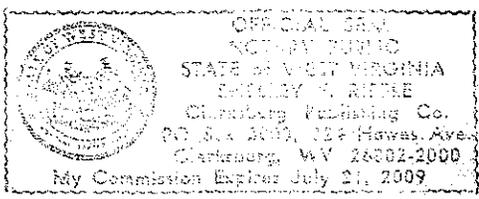
Deborah Veltri
Manager of The Exponent-Telegram

Subscribed and sworn to before me this 12 day of January, 2005

Shelley J. Riffe
Notary Public in and for Harrison County, WV

My commission expires on the 21 day of July 2009

Form CA-14 E



BPSD BOARD OF DIRECTORS MEETING

JUNE 20, 2005

PAGE 2

ELECTION OF BOARD OFFICERS - *A motion was made by Terry Haggerty and seconded by Bud Hildreth to retain the current board officers to the BPSD for the period July 2005 through June 2006, the motion carried unanimously.* Therefore board officers for the BPSD for the period noted above are:

Chairman - Mr. Michael Sieber
Treasurer - Effie O'Dell
Secretary - Judie McDonough

SUNSHINE LAW - *A motion was made by Michael Sieber seconded by Bud Hildreth to adopt the Sunshine Law as written with the provision that it will be reviewed by the board members and potentially revised at the next board meeting as appropriate, the motion carried unanimously.*

OPERATING BUDGET - BPSD's annual budget was presented for review and adoption. The proposed budget document was reviewed. *A motion was made by Judie McDonough, seconded by Terry Haggerty to approve the 2005-2006 budget as presented, the motion carried unanimously.* It was further noted the newly approved budget will go into effect on July 1, 2005.

PLANT OPERATOR'S REPORT - Mr. Rusty Kuhens

1. There was one leak on the Western side.
2. A portable pump needs to be purchased. *A motion was made by Mike Sieber, secondary by Terry Haggerty to purchase a portable pump (up to the amount of \$1,500), the motion was carried unanimously.*
3. New reflective vests have been ordered. The vests will glow in the daylight or at night. Also a safety light for a truck has been ordered. Mr. Sieber reminded Mr. Kuhens to get Kevlar hose shields for the hoses on the backhoe as a safety precaution.
4. Mr. Kuhens requested permission to purchase a spray to use on dogs, if necessary, when reading meters. He was instructed to make the purchase.

OLD BUSINESS -

1. CPI - Mr. Sieber reminded Mrs. Moore the new CPI goes into effect July 1, 2005. Mrs. Moore will get the CPI and adjust salaries appropriately.
2. Porter request for water - nothing new heard regarding the request.

NEW BUSINESS - None.

NEXT BPSD BOARD MEETING - The next board meeting will be held at the O'Dell Residence on July 18, 2005 at 7:00 p.m.

ADJOURNMENT - With no further business to be discussed, the meeting was adjourned at 8:25 p.m. upon a *motion by Terry Haggerty and seconded by Judie McDonough, motion carried unanimously.*



Michael Sieber, Chairman



Judie McDonough, Secretary

BINGAMON PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)

MINUTES ON ADOPTION OF BOND RESOLUTION
AND FIRST DRAW RESOLUTION

The undersigned Secretary of the Public Service Board of Bingamon Public Service District, hereby certifies that the following is a true and correct excerpt of the minutes of a special meeting of the said Public Service Board:

The Public Service Board of Bingamon Public Service District met in special session, pursuant to notice duly given, on the 22nd day of August, 2005, at the Pine Bluff Community Center in Wyatt, West Virginia, at the hour of 9:00 a.m., prevailing time.

PRESENT:	Chairman	-	Michael Sieber
	Secretary	-	Judie McDonough
	Treasurer	-	Effie O'Dell
	Member	-	Terry Haggerty
	Member	-	Edward Hildreth

ABSENT: None

Michael Sieber, Chairman, presided, and Judie McDonough, acted as Secretary.

The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it.

The Chairman then stated that a proposed Bond Resolution would be subject to a public hearing and that the floor was open to protests, comments and suggestions from any interested person at this time in accordance with the publication of an abstract of said Bond Resolution and Notice, which publication has been duly made in accordance with the requirements of law. The Chairman then called for protests, comments and suggestions as to said Bond Resolution and all persons desiring to protest the said Bond Resolution or to make any suggestions with reference thereto were heard.

There being no protests, comments or suggestions made as to said Bond Resolution, thereupon, the Chairman stated that it would be in order to consider the said Bond Resolution for adoption and he presented and caused the title of the said Bond Resolution to be read as follows:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF BINGAMON PUBLIC SERVICE DISTRICT, AND THE FINANCING OF A PORTION OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$600,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2005 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

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Edward Hebert and seconded by Jerry Haggerty, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Thereupon, the Chairman presented a proposed resolution approving the payment of invoices for the project from the proceeds of the Bonds. Thereupon, a motion duly made by Judith McOmaya and seconded by Effie O'Sell, it was unanimously ordered that the said resolution be adopted and approved.

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

CERTIFICATION

I further hereby certify that the foregoing action of said Public Service Board remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 24th day of August, 2005.


Secretary

08/12/05
073480.00001

NOTICE OF PUBLIC HEARING OF THE PUBLIC SERVICE BOARD OF BINGAMON PUBLIC SERVICE DISTRICT TO ADOPT BOND RESOLUTION

A special meeting of the Public Service Board of the Bingamon Public Service District (the "PSD") will be held to consider and adopt the following entitled Resolution, and to take such other action as necessary in relation thereto, on Monday, August 22, 2005, at 9:00 a.m., prevailing time, at the Pine Bluff Community Center, Route 8, Pine Bluff, West Virginia 26431, and at such meeting, the Board shall consider and adopt such Resolution entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF BINGAMON PUBLIC SERVICE DISTRICT, AND THE FINANCING OF A PORTION OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$600,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2005 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.

The above-quoted title of the Resolution describes generally the contents hereof and the purposes of the Bond contemplated hereby. The proceeds of the Bond will be used to provide permanent financing of a portion of the costs of (i) acquisition and construction of certain additions, betterments, improvements and extensions to the existing public waterworks system of the District and (ii) paying costs of issuance of the Bonds and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the waterworks system of the District.

At the Special Meeting the Board intends to adopt the Resolution and take such other actions as may be necessary in furtherance of the Project and the financing contemplated by the Resolution. Such meeting is open to the public.

Dated: August 11, 2005

/s/ Nancy Moore Secretary

Times: August 11, 2005

State of West Virginia County of Marion, to wit:

I, Julia Ann M Sell, being first duly sworn up

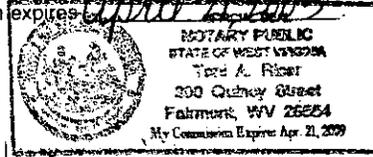
do dispose and say that I am Legal Clerk of the TIMES WEST a corporation, publisher of the newspaper entitled the TIMES WEST VIRGINIAN an Independent newspaper:

that I have been duly authorized by the board of directors of such corporation to execute publication; that such newspaper has been published for more than one year prior to publication annexed notice described below, that such newspaper is regularly published daily except Sunday, for at least fifty weeks during the calendar year, in the Municipality of Fairmont, Maric Virginia; that such newspaper is a newspaper of "general circulation," as that term is defined chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area aforementioned municipality and Marion County; that such newspaper averages in length four exclusive of any cover, per issue; that such newspaper is circulated to the general public at a consideration; that such newspaper is a newspaper to which the general public resorts for a political, religious, commercial or social nature, and for current happenings, announcements reading matter, advertisements and other notices.

that the annexed notice of Bingamon PSP was duly published newspaper once week or 1 successive Week (Class I), on the issue of the 11 day of August, 2005 and ending with the issue of day of August, 2005 and was posted at the front door of the Marion County the 11 day of August, 2005; that said annexed published on the following dates: August 11 2005 and the cost of publishing said annexed notice as aforesaid was \$ 89.23

Taken, subscribed and sworn to before me in said county this 18 day of August

My commission expires April 21, 2005



Julia Ann M Sell
Todd A. Rice
Notary Public of Marion County

Legals

NOTICE OF PUBLIC HEARING OF THE PUBLIC SERVICE BOARD OF BINGAMON PUBLIC SERVICE DISTRICT TO ADOPT BOND RESOLUTION

A special meeting of the Public Service Board of the Bingamon Public Service District (the "PSD") will be held to consider and adopt the following-entitled Resolution, and to take such other action as necessary in relation thereto, on Monday, August 22, 2005, at 9:00 a.m., prevailing time, at the Pine Bluff Community Center, Route 8, Pine Bluff, West Virginia 26431, and at such meeting the Board shall consider and adopt such Resolution entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS TO AN IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF BINGAMON PUBLIC SERVICE DISTRICT, AND THE FINANCING OF A PORTION OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$600,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2005 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

The above-quoted title of the Resolution describes generally the contents thereof and the purposes of the Bond contemplated thereby. The proceeds of the Bond will be used to provide permanent financing of a portion of the costs of (i) acquisition and construction of certain additions, betterments, improvements and extensions to the existing public waterworks system of the District and (ii) paying costs of issuance of the Bonds and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the waterworks system of the District.

AFFIDAVIT

State of West Virginia County of Marion, to wit:

I, John H. M.S.

do dispose and say that I am Legge a corporation, publisher of the newspaper entitled paper:

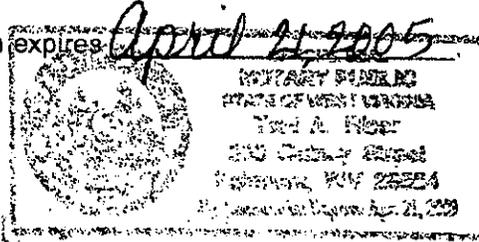
that I have been duly authorized by the publication; that such newspaper has been annexed notice described below, that since Sunday, for at least fifty weeks during the Virginia; that such newspaper is a newspaper chapter fifty-nine of the Code of West Virginia; that such newspaper is published in the aforementioned municipality and Marion County exclusive of any cover, per issue; that such newspaper is a newspaper of general and exclusive consideration; that such newspaper is a newspaper of a political, religious, commercial or social nature; that such newspaper is a newspaper of a general and exclusive reading matter, advertisements and

that the annexed notice of Bingamon newspaper once week or 1 the issue of the 11 day of August day of August 2005, and the 11 day of August published on the following dates:

and the cost of publishing said annexed notice as aforesaid

Taken, subscribed and sworn to before me in said county

My commission expires April 2, 2005



THE PROPERTIES CONSISTING OF ADDITIONS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF BINGAMON PUBLIC SERVICE DISTRICT, AND THE FINANCING OF A PORTION OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$600,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2005 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

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At the Special Meeting the Board intends to adopt the Resolution and take such other actions as may be necessary in furtherance of the Project and the financing contemplated by the Resolution. Such meeting is open to the public.

Dated: August 11, 2005

/s/ Nancy Moore
Secretary

Times: August 11, 2005

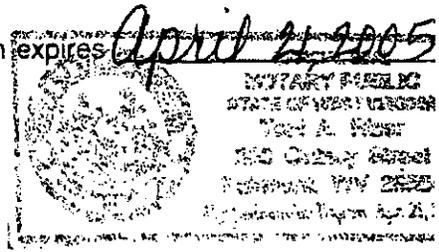
news reading matter, advertisement

that the annexed notice of Bingamon
newspaper once Week or 1
the issue of the 11 day of Aug
day of August, 2005
the 11 day of Auger
published on the following dates: _____

and the cost of publishing said annexed notice as

Taken, subscribed and sworn to before me in said co

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Dated: August 11, 2005.

/s/ Nancy Moore
Secretary

PUBLISHER'S CERTIFICATE

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON

I, SARA V. SHINGLETON

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

PUBLIC HEARING

was published in said THE EXPONENT-TELEGRAM one time on the 11 day of August 2005

The publisher's fee for said publication is \$ 42.77

Given under my hand this 18 day of August 2005

Sara V. Shingleton

Classified Manager of The Exponent-Telegram

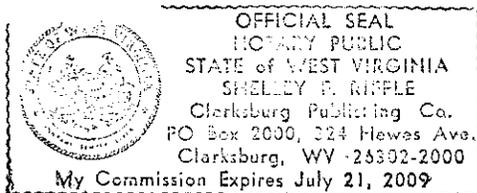
Subscribed and sworn to before me this 18 day of August, 2005

Shelley J. Riffle
Notary Public in and for Harrison County, WV

My commission expires on the 21 day of July 2009.

Form CA-14 E

SEAL



WV MUNICIPAL BOND COMMISSION
 8 Capitol Street
 Suite 500, Terminal Building
 Charleston, WV 25301
 (304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: August 24, 2005

ISSUE: Bingamon Public Service District Water Revenue Bonds, Series 2005 A (United States Department of Agriculture)

ADDRESS: P.O. Box 87, Wyatt, West Virginia 26463 COUNTY: Harrison, Marion

PURPOSE OF ISSUE: New Money: X
 Refunding: _____ REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE: August 24, 2005 CLOSING DATE: August 24, 2005

ISSUE AMOUNT: \$ 430,000 RATE: 4.125 %

1ST DEBT SERVICE DUE: N/A 1ST PRINCIPAL DUE: N/A

1ST DEBT SERVICE AMOUNT: N/A PAYING AGENT: Issuer

BOND COUNSEL: Steptoe & Johnson PLLC UNDERWRITERS COUNSEL: _____
 Contact Person: Vincent A. Collins, Esquire Contact Person: _____
 Phone: (304) 598-8161 Phone: _____

CLOSING BANK: WesBanco Bank, Inc., Shinnston ESCROW TRUSTEE: _____
 Contact Person: Cathy Faber Contact Person: _____
 Phone: (304) 592-5700 Phone: _____

KNOWLEDGEABLE ISSUER CONTACT OTHER: United States Department of Agriculture
 Contact Person: Michael R. Sieber Contact Person: Joe Crickenberger
 Position: Chairman Function: Rural Development Specialist
 Phone: (304) 592-5948 Phone: (304) 636-2158

DEPOSITS TO MBC AT CLOSE: _____

By: _____	Wire _____	Accrued Interest: \$ _____
_____	Check _____	Capitalized Interest: \$ _____
		Reserve Account: \$ _____
		Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE

By: _____	Wire _____	To Escrow Trustee: \$ _____
_____	Check _____	To Issuer: \$ _____
_____	IGT _____	To Cons. Invest. Fund: \$ _____
		To Other: \$ _____

NOTES: Monthly debt service payments will be made directly to the National Finance Office. The Municipal Bond Commission will only hold the Series 2005 A Bonds Reserve Account. Payments into the Series 2005 A Bonds Reserve Account will commence 24 months following the date hereof.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
 DOCUMENTS REQUIRED: _____
 TRANSFERS REQUIRED: _____

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

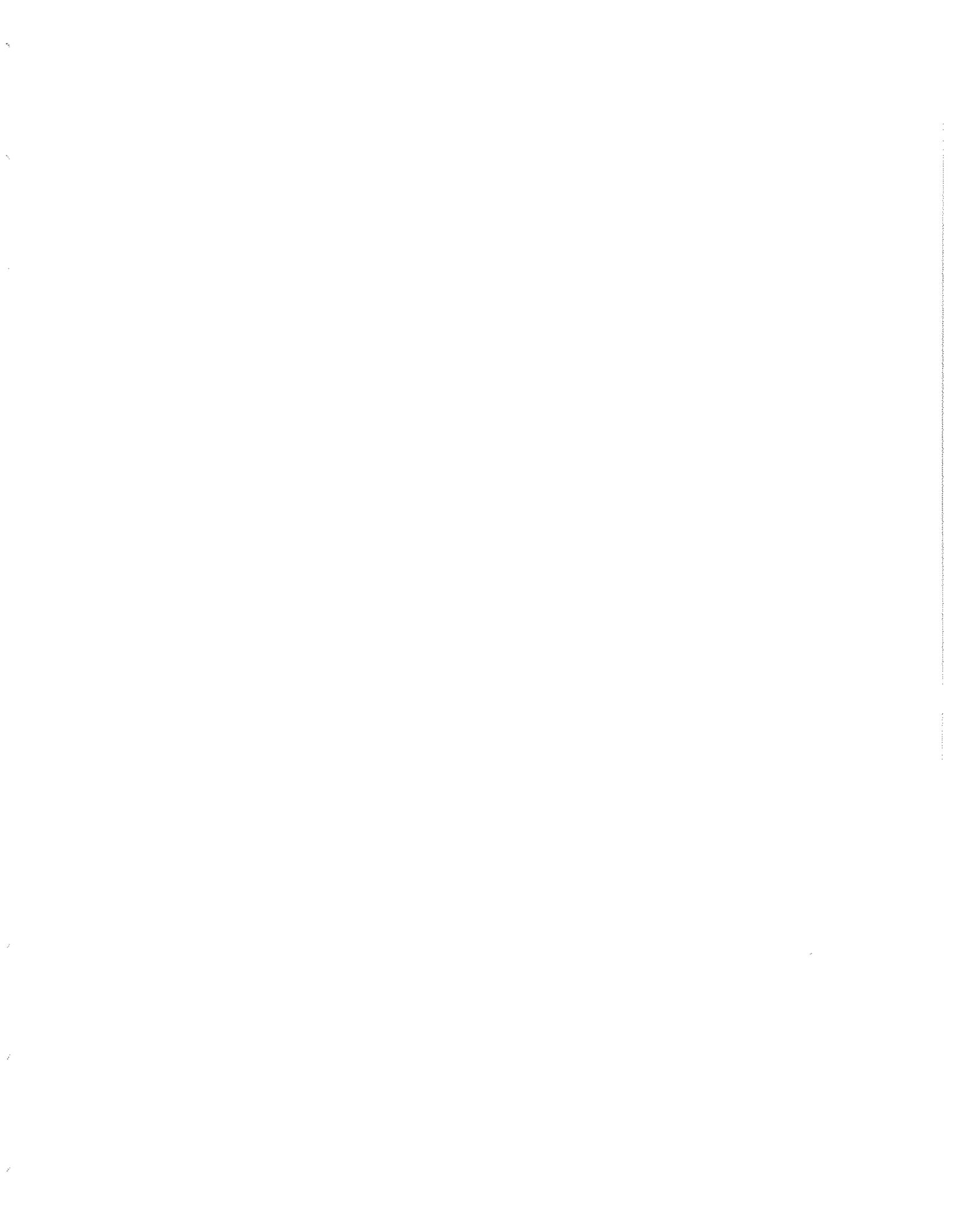
The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specified by the West Virginia Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all supplements, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes."

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at closing are required, please submit this form before closing. If no significant facts change by closing, no resubmission at closing is required. If, however, there are changes, please submit an updated form, with changes noted, at closing.

If you should have any questions concerning this form, please call the Commission.

08/12/05
073480.00001



Bond Counsel

USDA UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

75 High Street Federal Building, Suite 320, Morgantown, WV 26505-7500
304.284.4860 • 1.800.295.8228 • fax 304.284.4893 • TTY/TDD 304.284.4836

Michael R. Sieber, Chairman
Bingamon Public Service District
P.O. Box 87
Wyatt, WV 26463

June 21, 2004

COPY

Dear Mr. Sieber:

This letter, with Attachments 1 through 12 and enclosures, establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development, by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an RUS loan in the amount of \$430,000, and an RUS grant in the amount of \$605,000 for a total project cost of \$1,035,000.

The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you. The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. The enclosures and attachments listed below are attached to the copies as noted. Enclosed are the following:

- Attachment No. 1 - Project Construction Budget (All Copies)
- Attachment No. 2 - Water and Waste Processing Checklist for Bingamon PSD (All Copies)
- Attachment No. 3 - RUS Instruction 1780, Subparts A and B (Applicant Copy)
- Attachment No. 4 - RUS Instruction 1780, Subpart C (Engineer Copy)
- Attachment No. 5 - RUS Instruction 1780, Subpart D (Attorney and Bond Counsel Copies)

[Http://www.rurdev.usda.gov/wv](http://www.rurdev.usda.gov/wv)



USDA Rural Development is an Equal Opportunity Lender, Provider and Employer
Complaints of discrimination should be sent to: USDA Director, Office of Civil Rights, Washington, D.C. 20250-9410

COMMITTED TO THE FUTURE OF RURAL COMMUNITIES

- Attachment No. 6 - RUS Supplemental General Conditions (Engineer Copy)
 Attachment No. 7 - RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Project with RUS Financial Assistance"
 Attachment No. 8 - Government Auditing Standards (Revision 1994) (Accountant Copy)
 Attachment No. 9 - RUS Bulletin 1780-30, "Water Programs Audit Guide and Compliance Supplement"
 Attachment No. 10 - RUS Bulletin 1780-31, "Water Programs Compliance Supplement for OMB Circular A-133 Audits"
 Attachment No. 11 - RUS Policy regarding Use of Remaining Funds
 Attachment No. 12 - Various other RD Forms as identified on Attachment No. 2

The conditions referred to above are as follows:

1. Loan Repayment - The loan will be scheduled for repayment over a period of 40 years. The payments due the first 24 months will consist of interest only. Payments for the remaining 456 months will be equal amortized monthly installments. For planning purposes use a 4.375% interest rate and a monthly amortization factor of .00451, which provides for a monthly payment of \$1,940. You have the option of participating in the PREAUTHORIZED DEBIT (PAD) payment process. It will allow for your payment to be electronically debited from your account on the day your payment is due. Your authority must establish and fund monthly a debt service reserve account, which equals 10% of your monthly payment each month until you accumulate the equivalent of one annual installment on your loan.

You are reminded that your authority may be required to refinance (graduate) the unpaid balance of its RUS loan, in whole or in part, upon the request of RUS if at any time it shall be determined the authority is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time.

2. Security - The loan must be secured by a statutory lien of first priority, a pledge of the system's revenues and other agreements between you and RUS as set forth in the bond resolution which must be properly adopted and executed by the appropriate officials of your organization. Additional security requirements are contained in RUS Bulletin 1780-12 and RUS Bulletin 1780-27 which are mentioned later.
3. Users - This conditional commitment is based upon you providing evidence that there will be at least 530 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of a certification from you that identifies and attests to the number of users that are actually connected to the PSD's existing water system which is to be partially replaced by the new system, at the time you request authorization to advertise the project for construction bids.

Before RUS can agree to the project being advertised for construction bids, you must provide evidence that the total required number of bona fide users has been acquired and currently using the system.

4. Bond Counsel Services - The services of a recognized bond counsel are required. The bond counsel will prepare the form of resolution to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions, its attachments and enclosures.
5. Engineering Services - It will be necessary for you to obtain the services of an engineer. EJCDC No. 1910-1-FA, "Standard Form of Agreement between Owner and Engineer for Professional Services" (Funding Agency Edition) should be used to obtain the services of an engineer. The EJCDC document is issued under copyright and cannot be provided by RUS.
6. Legal Services - It will be necessary for you to obtain the services of a local attorney. For your convenience RUS Bulletin 1780-7, "Legal Services Agreement" is enclosed for your use.
7. Accounting Services - It will be necessary for you to obtain the services of a qualified accountant. The accountant must agree to develop and provide the following:
 - a. All necessary accounting material required by the Public Service Commission of West Virginia (Rule 42 Exhibit).
 - b. Prior to loan/grant closing, your accountant must certify that the accounts and records as required by your bond resolution have been established and are operational.

The Accountant's Agreement should be submitted to RUS for review. Compensation in the contract should include only those services identified above and not include payment for construction management services from the accountant unless RUS concurrence is obtained.

RUS regulations (Attachment No. 3) outline requirements for the submission of management reports and audits. Appropriate state statutes place certain audit requirements on your PSD. The attached booklets, "Government Auditing Standards (Revised 1994)" (Attachment No. 8), and RUS Bulletins 1780-30 1780-31 (Attachment Nos. 9 and 10) outline audit requirements.

You are reminded that certain provisions of the Office of Management and Budget Circular A-133 are applicable to any public body or nonprofit association that expends \$500,000 or more in federal funds in any one fiscal year. You must enter into an agreement annually with an accountant (or the State Tax Department) to perform the audit. The agreement must be in accordance with the requirements of the State Tax Commissioner of West Virginia. Compensation for preparation of the A-133 audit or your annual audit are not included in project funds and should be paid from the operational revenues generated from your system operation.

8. Facility Control - Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Such evidence must be in the following form:

- a. A right-of-way map showing clearly the location of all lands and rights needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
 - b. A copy of deeds, contracts or options for any lands needed other than rights-of-way, along with a preliminary title opinion covering such lands. Form RD 1927-9, "Preliminary Title Opinion" may be used. In the case of your existing system or where the PSD already acquired real property (land or facilities), a preliminary title opinion(s) concerning all such property(s) will be provided.
 - c. A narrative opinion from your attorney concerning all permits, certifications and other items necessary to show that all legal requirements can be met and stating how they will be met. This narrative should also identify any condemnation proceedings that are anticipated and state how they will be handled.
 - d. A certification and legal opinion relative to title to rights-of-way and easements. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," may be used. This form may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, a new Form RD 442-22, must be provided which does not provide for any exceptions. The attorney's legal opinion should include a certification that all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and West Virginia State Code Chapter 54 have been met in the acquisition of both real property and rights-of-way. Such requirements may include, but are not limited to, distributing informational material to all affected property owners, and completing appraisals of the affected properties.
 - e. On the day of loan closing, the PSD's attorney must furnish final title opinions on all land(s) being acquired. Form RD 1927-10, "Final Title Opinion" may be used. In the case of your existing system or where the PSD has already acquired real property(s) (land or facilities), the PSD's attorney will provide a separate final title opinion(s) covering such property(s) on the day of loan closing.
9. Permits - Copies of all permits needed for the project must be provided for review prior to advertisement for construction bids. Such permits will include but are not limited to the following:
- West Virginia Department of Highways
 - Railroads
 - State Department of Health
 - Department of Environmental Protection
 - Corps of Engineers
 - Public Land Corporation
10. Public Service Commission Approvals - You must obtain the following from the West Virginia Public Service Commission:

- a. A Certificate of Convenience and Necessity.
- b. Approval of user charges that are acceptable to you and the Rural Utilities Service.
- c. Approval of financing for the project's proposed financing arrangements.

The "Rule 42" Exhibit to be attached to the Public Service Commission application must contain at least the information shown in Attachment No. 1. A copy of the Public Service Commission application and its "Rule 42" Exhibit must be provided for review.

11. Insurance and Bonding Requirements - Prior to preliminary loan closing, you must acquire the following insurance and bond coverage:

- a. Liability Insurance - Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. The limits of liability coverage noted herein should be considered as suggested amounts only. RUS recommends that you consider analyzing your actual needs in detail before you obtain coverage in a specific amount.
- b. Workers' Compensation - In accordance with appropriate State laws.
- c. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. As a good business practice you will probably wish to have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. During the construction phase of your project, this maximum amount will be much greater than normal; therefore, it is our recommendation that you temporarily increase your coverage to \$200,000 (estimated highest monthly construction drawdown). Once construction is complete, you may decrease the amount of your coverage. Please note that the cost of the temporary increase in coverage is an eligible project cost.

The minimum coverage acceptable to RUS once your project is in operation will be for each position to be bonded for an amount at least equal to one annual installment on your loan(s).

- d. National Flood Insurance - In addition to meeting the requirements for the type of assistance requested, the following requirements must be met for financial assistance for acquisition and/or construction in designated special flood or mudslide prone areas:
 - (1) If flood insurance is available, you must purchase a flood insurance policy at the time of loan closing.
 - (2) Applicants whose buildings, machinery or equipment are to be located in a community which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.

- e. Real Property Insurance - Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all above-ground structures, to include machinery and equipment housed therein. This does not apply to water reservoirs, standpipes, elevated tanks or noncombustible materials used in treatment plants, clearwells, filters and the like.

12. Contract Documents, Final Plans and Specifications -

- a. The contract documents should consist of the following:

- (1) EJCDC Document No. 1910-8-A-1-FA, 1997 Edition, "Standard Form of Agreement between Owner and Contractor on the Basis of Stipulated Price" and EJCDC Document No. 1910-8-FA, "Standard General Conditions of the Construction Contract – Funding Agency Edition" and Attachments. The EJCDC document is issued under copyright and cannot be provided by RUS.

- (2) "RUS Supplemental General Conditions."

RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Projects with RUS Financial Assistance," is enclosed for use by your engineer in the preparation of the contract documents (Attachment No. 7).

- b. The contract documents must provide, as a minimum, the following insurance:

- (1) Liability Insurance - Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. This coverage must include indemnification of the PSD and its engineer. RUS Bulletin 1780-13, Attachment 9, suggests certain limits of liability for insurance coverage. Those limits should be considered as minimum requirements only. It is recommended you consider increasing the given limits of liability after analyzing your specific needs.

- (2) Builder's Risk Insurance - On all structures and mechanical and electrical equipment in place or stored on the site to the full insurable value thereof.

- (3) Workers' Compensation - In accordance with applicable State laws.

- c. The contract documents and final plans and specifications must be submitted to RUS for approval.

- d. The project must be designed in compliance with Section 504 of the Rehabilitation Act of 1973.

13. State Prevailing Wage Law - You should ensure that all requirements of Article 5A of the West Virginia State Prevailing Wage Law, "Wages for Construction of Public Improvements" are met during construction of the project.

14. Disbursement of Funds - The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of any disbursements required of your PSD, over 30 day periods. Any grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account.

Public Bodies – Interest earned on grant funds in excess of \$100 per year will be submitted to RUS at least quarterly as required in 7 CFR 3016.

The PSD will establish a separate fund, to be known and hereafter referred to as the Construction Account, with a lending institution insured by the Federal Deposit Corporation. The account shall be used solely for the purpose of paying the costs of the project as outlined in the construction budget. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the Construction Account. All deposits in excess of \$100,000 will be secured by a collateral pledge in accordance with Treasury Circular Number 176.

The PSD must assure that all project funds are expended only for the eligible items included in the final project budget or as may be later approved by RUS.

15. Water Purchase Contract - You propose to purchase treated water from the City of Shinnston; therefore, you must enter into a Water Purchase Contract. Form RD 442-30 must be used unless you receive an exception from RUS.
16. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided:

Form RD 442-7 - "Operating Budget"

Form RD 1940-1 - "Request for Obligation of Funds"

RUS Bulletin 1780-12 - "Water or Waste System Grant Agreement"

RUS Bulletin 1780-27 - "Loan Resolution (Public Bodies)"

Form RD 400-1 - "Equal Opportunity Agreement"

Form RD 400-4 - "Assurance Agreement"

Form AD 1047 - "Certification Regarding Debarment - Primary"

Form AD 1049 - "Certification Regarding Drug-Free Workplace"

Form RD 1910-11 - "Applicant Certification, Federal Collection Policies"

FmHA Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans"

Standard Form LLL - "Disclosure of Lobbying Activities" (If Applicable)

Certification of Compliance

Form RD 1942-46, "Letter of Intent to Meet Conditions"

17. The enclosed Water and Waste Processing Checklist (Attachment No. 2) outlines the items needed to complete the loan and grant docket. All the items listed must be included in the loan and grant docket when it is forwarded to the USDA - Rural Development State Office with a request for loan closing instructions to be issued.

18. Upon receipt of the loan and grant docket, which contains all the items required above, RUS may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide RUS with (a) a bid tabulation, (b) recommendations from you and your engineer as to the acceptability of the bids received, and (c) your recommendations for contract awards. If all parties then agree the construction bids received are acceptable, it is determined that adequate funds are available to cover the total facility costs, and that all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued. The closing instructions, a copy of which will be forwarded to you, will set forth any further requirements that must be met before the loan can be closed. When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled.

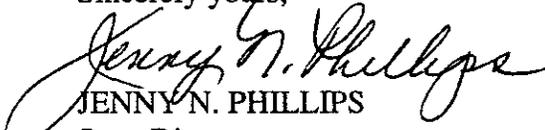
The "RUS Policy Regarding Use of Remaining Funds" is attached for your information and use (Attachment No. 11). This policy should be adhered to when addressing the use of bid underrun funds, as well as any funds remaining after project construction is complete.

Any applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining RUS project funds will be considered to be RUS grant funds and refunded to RUS. If the amount of unused RUS project funds exceeds the RUS grant, that part would be RUS loan funds and would be applied as an extra payment toward the loan balance.

If the conditions set forth in this letter are not met within twelve (12) months from the date hereof, RUS reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within the twelve-month period and it is determined the authority still wishes to proceed, it will be necessary that the proposed budget be reviewed again in detail. If during that review, it is determined the budget is no longer current and/or adequate, RUS reserves the right to require that it be revised or replaced.

We believe the information herein clearly sets forth the actions which must be taken; however, if you have any questions, please do not hesitate to contact me.

Sincerely yours,


JENNY N. PHILLIPS
State Director

Enclosures

cc: Rural Development Specialist
Elkins, WV

Hornor Brothers Engineers
P.O. Box 386
Clarksburg, WV 26302-0386

Julie Nice
Tetrick & Bartlett, CPAs
P.O. Box 1916
Clarksburg, WV 26302

Norman T. Farley, Esquire
West & Jones, Attorneys at Law

Project Construction Budget

<u>PROJECT COST</u>	<u>RUS GRANT</u>	<u>RUS LOAN</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 502,400	\$ 282,200	\$ 784,600
CONST. CONTINGENCY	\$ 24,000	\$ 16,000	\$ 40,000
LAND & RIGHTS		\$ 7,000	\$ 7,000
LEGAL FEES	\$ 2,100	\$ 8,400	\$ 10,500
BOND COUNSEL		\$ 10,500	\$ 10,500
ACCOUNTING		\$ 4,000	\$ 4,000
ENGINEERING FEES	\$ 65,000	\$ 68,000	\$ 133,000
Basic - \$82,000			
Insp. - \$43,000			
Special - \$8,000			
INTEREST - (18 mo. @4.375)		\$ 28,000	\$ 28,000
PROJECT CONTG.	\$ 11,500	\$ 5,900	\$ 17,400
TOTAL	\$ 605,000	\$ 430,000	\$ 1,035,000

Rates

Available for general domestic, commercial, and industrial service.

First	3,000	gallons @	\$ 7.04	per M gallons
Next	3,000	gallons @	\$ 6.50	per M gallons
Next	4,000	gallons @	\$ 4.52	per M gallons
Over	10,000	gallons @	\$ 3.78	per M gallons

Minimum Charge

No bill shall be rendered for less than the following amounts according to the size of meter installed.

5/8" x 3/4"	meter	\$ 21.12	per month
3/4"	meter	\$ 31.68	per month
1"	meter	\$ 52.80	per month
1 1/2"	meter	\$ 105.60	per month
2"	meter	\$ 168.96	per month
3"	meter	\$ 316.80	per month
4"	meter	\$ 528.00	per month
6"	meter	\$ 1,056.00	per month
8"	meter	\$ 1,689.60	per month

Minimum Monthly Bill \$21.12 for 3,000 gallons

Delayed Payment Penalty

The above tariff is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to net amount shown.

If any bill is not paid within sixty (60) days after date, water service to the customer will be discontinued. Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a reconnection charge have been paid.

Connection Charge

Per Tap - \$250.00

Reconnection Charge

\$20.00

Use and Income Analysis - See Attached

Cash Flow Analysis - See Attached

Attachment No. 1 to Letter of Conditions
 For: Bingamon PSD
 Date: June 21, 2004

BINGAMON PSD
 USE AND INCOME ANALYSIS
 EXISTING SYSTEM SALES - EXISTING RATES

Blocking	Customers	Usage	MINIMUM BILLS		First 3,000	Next 3,000	Next 4,000	Over 10,000	TOTAL REVENUE
			Revenue	Rates					
5/8 inch meter	202	328.92	4,266.24	21.12					
3/4 inch meter	0	0	0.00	31.68					
1 inch meter	1	0	52.80	52.80					
1 1/4 inch meter	0	0	0.00	77.09					
1 1/2 inch meter	0	1.75	0.00	105.60					
2 inch meter	0	8.68	0.00	168.96					
3 inch meter	1	0.3	316.80	316.80					
4 inch meter	0	0	0.00	528.00					
6 inch meter	0	0	0.00	1056.00					
8 inch meter	0	0	0.00	1689.60					
3,000-6,000	207	899.62			621	278.62			
6,001-10,000	92	678.95			276	276	126.95		
Over 10,000	27	1361.85			81	81	108	1091.85	
Monthly Total	530	3280.07		0	978	635.62	234.95	1091.85	
Existing Rates				\$ 21.12 \$	7.04 \$	6.50 \$	4.52 \$	3.78	
Monthly Revenue			4,635.84 \$	- \$	6,885.12 \$	4,131.53 \$	1,061.97 \$	4,127.19 \$	20,841.66
Annual Revenues			55,630.08 \$	- \$	82,621.44 \$	49,578.36 \$	12,743.69 \$	49,526.32 \$	250,099.88

Correction Factor 0.999506797
 Revenue Per Going Level \$ 249,976.53

BINGAMON PSD
OPERATING BUDGET

OPERATING INCOME

Metered Sales	\$ 249,977	
Penalties	\$ 6,552	
Other Income	\$ 20	
Reconnect Fees		
TOTAL OPERATING INCOME		<u>\$ 256,549</u>

NON OPERATING INCOME

Interest income	\$ 1,471	
TOTAL NON OPERATING INCOME		<u>\$ 1,471</u>

TOTAL INCOME

\$ 258,020

EXPENSES

O & M	\$ 208,589	
Taxes	\$ 5,913	
Capital Expenditures	\$ 3,975	
TOTAL EXPENSES		<u>\$ 218,477</u>

INCOME AVAILABLE FOR D/S (A)

\$ 39,543

DEBT SERVICE

Existing Bond P & I (B)	\$ 11,050	
Proposed Bond P & I (B) (1)	\$ 23,280	
TOTAL DEBT SERVICE		<u>\$ 34,330</u>

DEBT SERVICE RESERVE

Debt Service Reserve Existing	\$ 1,105	
Debt Service Reserve Proposed	\$ 2,328	
TOTAL DEBT SERVICE RESERVE		<u>\$ 3,433</u>

SURPLUS (DEFICIT)

\$ 1,780

DEBT COVERAGE (A/B)

\$ 1.15

(1) Based on RUS loan of \$430,000 @ 4.375% for 38 years; a RUS grant of \$605,000.

**UNITED STATES DEPARTMENT OF AGRICULTURE
 RURAL UTILITIES SERVICE
 Water and Waste Processing Checklist**

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
SF 424.2	Application for Federal Assistance	3	1780.31(b)	Applicant		HAVE	3
	DUNS Number	1		Applicant			3
	CAIVRS Number	1		RUS		HAVE	CPAP Form
	Public Notice of Intent to File App./ Env. Notice	3	1780.19(a) 1794	Applicant		HAVE	3
Bulletin 1780-22	Applicant Eligibility Certification/ Other Credit Certification	1	1780.33(d)	Applicant		HAVE	3
	Bond Ordn. or Resol. On Outstanding Debts	1	1780.33(e)	Applicant/ Attorney			5
	Bonds or Notes Outstanding Debt	1	1780.33(e)	Applicant/ Attorney			2
	Audit for last year of operation	1	1780.33(e)	Applicant/ Accountant		HAVE	1
	Staff Review Financial Statements	1	S.I. 1780.2	RUS		HAVE	1
	Agreement between Owner & Engineer	3	1780.39(b)	Applicant/ Engineer		HAVE	6

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
Bulletin 1780-7 or other approved	Legal Services Agreement with Local Attorney	3	1780.39 (b)(2)	Applicant/ Attorney		HAVE	5
	Site Visit		S.I. 1780-2	RUS			3
	Processing Conference	1	1780.39(a)	RUS			3
	Environmental Report	2	1794	Applicant		HAVE	3
	Environmental Assessment	2	1794	RUS/ Engineer		HAVE	3
	FONSI/ Evidence of Publication	1	Exhibit 1 RUS 1794 News Ad	RUS/ Applicant		HAVE	3
	Bulletins 1780-2 1780-3	Preliminary Engineering Report	2	1780.33(c)	Engineer		HAVE
Staff Engineer PER Review		1	1780.33(c)	RUS		HAVE	3
Bill Analysis for existing system(s)		2	1780.33(c)	Applicant/ Engineer		HAVE	8
Rate Tariff		2	1780.33	Applicant		HAVE	8
Applicant's IRS Tax Number(TIN)		1	1780.33(g)	Applicant		HAVE	3
Agency Determination on the Availability of "Other Credit" with Documentation		1	1780.7(d)	RUS			3
Documentation on Service Area		1	1780.11	RUS			3
Bulletin 1780-1		Project Selection Criteria	2	1780.17	RUS		

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
Automated Form	Grant Determination	3	1780.35(b)	RUS		HAVE	2
	Letter of Conditions	7	1780.41 (a)(5)	RUS			3
AD 1049	Certification Regarding Drug-Free Workplace	1	1780.33(h)	Applicant			5
	Minutes Adopting Drug-Free Workplace Program	1	LOC	Applicant			5
Exhibit A / A-1	Certifications Regarding Lobbying	2	1780.33(h)	Applicant			2
CPAP Form	Project Summary	3	1780.41(a)	RUS			1
RD 442-7	Operating Budget	3	1780.33(h)	Applicant			3
CPAP Form	Project Fund Analysis	3	1780.41(a)	RUS			2
RD 1940-1	Request for Obligation of Funds	4	1780.41(a)	RUS/ Applicant			2
Bulletin 1780-12	Association Water or Sewer System Grant Agreement	2	1780.45(c)	RUS/ Applicant			2
RD 1942-46	Letter of Intent to Meet Conditions	2	1780.41 (a)(6)	Applicant			3
AD 1047	Certification Regarding Debarment (Primary)	1	1780.33(h)	Applicant			5
	Relationships/Associations with Agency Employees	1	1780.1(f)	RUS			3

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
RD 1910-11	Applicant Certification, Federal Collection Policies	1	1780.33(h)	Applicant			3
Bulletin 1780-27	Loan Resolution	1	1780.45 (a)(2)	Applicant			5
RD 400-1	Equal Opportunity Agreement	1	1901-E	Applicant			6
RD 400-4	Assurance Agreement	1	1901-E	Applicant			3
	Legal Services Agreement with Bond Counsel	1	1780.39 (b)(3)	Applicant/ Bond Counsel			5
	Agreement for Accounting Services	1	1780.39 (b)(2)	Applicant/ Accountant		HAVE	5
	Certification Relative to Existing Users	1	LOC	Applicant			5
	Verification of Users	1	1780.44(b)	RUS			3
RD 442-30	Water Purchase Contract	1	1780.62/ 1780.63	Applicant/ Attorney/ RUS		HAVE	5
	Accountant's Certification	1	LOC	Applicant/ Accountant			3
	RUS Review of Accounting Records	1	S.I. 1780-4 (1)(ii)	RUS			3
	Copy of PSC Rule 42 Exhibit	1	State	Attorney/ Accountant			3
	DOH Permit	1	1780.15(d)	Applicant			6
	Railroad Permit	1	1780.15(d)	Applicant			6

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
	Public Land Corp. Permit	1	1780.15(d)	Applicant			6
	Corps of Engineers Permit	1	1780.15(d)	Applicant			6
	Dept. of Health Approval	1	1780.15(d)	Engineer			6
	Dept. of Environmental Protection Permit	1	1780.15(d)	Engineer			6
	Contract Documents, Plans & Specifications	2	1780.61(a)	Engineer			Separate File
	Agency Determination on Procurement	1	1780.70(d)	RUS			6
	Preliminary Bond Transcript Documents w/o Defeasance Provisions	2	1780.83	Bond Counsel			5
	Right-of-Way Map	1	1780.44(g)	Engineer			Separate File
	Deeds and/or Options		1780.44.(g)	Applicant/ Attorney			5
RD 1927-9	Preliminary Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Narrative Opinion from Attorney	1	1780.44(g)	Attorney			5
	Waiver of Title Defects Letter	1	1780.44(g)	RUS			5
RD 442-22	Opinion of Counsel Relative to R/Ways		1780.44 (g)(1)	Attorney			5

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Review of Outstanding Judgment	1	1780.7(g)	RUS/ Attorney			3
	Operation and Maintenance Agreement	1	1780.39 (b)(4)	Applicant			5
SF 3881	Electronic Funds Transfer Payment Enrollment Form	1	31 CFR 208	Applicant/ Financial Institution			2
	Documentation Relative to Health or Sanitary Hazards	1	1780.1 (c)(1) 1780.13 (b)(1)	RUS/State Health Department			2
	PSC Approval	1	1780.15(b)	Applicant/ Attorney			6
	Bid Tabulation	1	1780.61(b)	Engineer			6
	OGC Closing Instructions	1	1780.44(h)	RUS			5
	S/O Closing Instructions	1	1780.44(h)	RUS			5
RD 1927-10	Final Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Bond Transcript Documents w/o Defeasance Provisions	3	1780.83	Bond Counsel			Separate File
RD 400-8	Compliance Review	1	1780.44(c)	RUS			5
	Liability Insurance	1	1780.39(g)	Applicant			7
	Workers' Compensation Certificate	1	1780.39(g)	Applicant			7

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
	Flood Insurance Policy	1	1780.39(g)	Applicant			7
440-24	Fidelity Bond	1	1780.39(g)	Applicant			7
1924-16	Record of Pre-Construction Conference	1	1780.76(a)	RUS/ Engineer			6
AD 1048	Certification Regarding Debarment (Contractor)	1 each	1780.33(h)	All Appropriate Vendors			5
	OGC Final Opinion	1	1780.45(g)	RUS			5



United States Department of Agriculture
Rural Development
West Virginia State Office

July 15, 2005

Michael R. Sieber, Chairman
Bingamon Public Service District
P.O. Box 87
Wyatt, WV 26463

RE: Amendment No. 1 to
Letter of Conditions

Dear Mr. Sieber:

This letter, with Attachment No. 1 amends the letter of conditions dated June 21, 2004 and further establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an initial RUS loan in the amount of \$430,000, an initial RUS grant in the amount of \$605,000, and a subsequent RUS grant in the amount of \$350,000, for a total project cost of \$1,385,000.

Subject to the requirements noted herein, all of the conditions of the June 21, 2004 letter of conditions remain in effect and must be satisfied prior to loan and grant closing.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. The enclosures and attachments listed below are attached to the copies as noted.

Enclosed are the following:

Attachment No. 1 - Project Construction Budget (All Copies)

The conditions referred to above are as follows:

1. Public Service Commission Approval - You must obtain PSC approval of the project's proposed financing and user rates as may result from this amendment to the letter of conditions.

75 High Street • Suite 320 • Morgantown, WV 26505-7500
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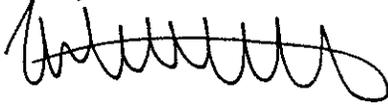
2. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided (you must also provide us with a copy of the minutes showing the adoption of the forms associated with the original letter of conditions):

RUS Bulletin 1780-12 - "Water or Waste System Grant Agreement"
Form 1940-1 - "Request for Obligation of Funds"
Form RD 1942-46 - "Letter of Intent to Meet Conditions"

If the conditions set forth in this letter are not met within six (6) months from the date hereof, RUS reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within the six-month period and it is determined the Public Service District still wishes to proceed, it will be necessary that the proposed budget be reviewed again in detail. If, during that review, it is determined the budget is no longer current and/or adequate, RUS reserves the right to require that it be revised or replaced.

We believe the information herein clearly sets forth the actions which must be taken; however, if you have any questions, please do not hesitate to contact me.

Sincerely,



ROBERT M. STEPTOE III
State Director

Enclosures

cc: Area Director, Elkins
ATTN: Rural Development Specialist (RUS)

Tetrick and Bartlett, CPAs
Clarksburg, WV

West and Jones, Attorneys at Law
ATTN: Norman T. Farley
Clarksburg, WV

Steptoe and Johnson, Attorneys at Law
ATTN: Vince Collins
Morgantown, WV

Honor Brothers Engineers
Clarksburg, WV

Revised Project Budget for Bid Overrun
 BINGAMON PSD
 Date: August 5, 2005

<u>PROJECT COST</u>	<u>RUS LOAN</u>	<u>INITIAL RUS GRANT</u>	<u>SUBSEQUENT RUS GRANT</u>	<u>TOTAL</u>
CONTRACT 1 - Welding Inc.	\$ 282,200	\$ 502,400	\$ 95,817.50	\$ 880,417.50
CONTRACT 2 - Diversified			\$ 239,000.00	\$ 239,000.00
CONST. CONTINGENCY	\$ 16,000	\$ 24,000	\$ 6,964.00	\$ 46,964.00
LAND & RIGHTS	\$ 7,000	\$ -	\$ -	\$ 7,000.00
LEGAL FEES	\$ 8,400	\$ 2,100	\$ -	\$ 10,500.00
BOND COUNSEL	\$ 10,500	\$ -	\$ -	\$ 10,500.00
ACCOUNTING	\$ 4,000	\$ -	\$ -	\$ 4,000.00
ENGINEERING FEES	\$ 68,000	\$ 65,000	\$ -	\$ 133,000.00
Basic - \$82,000				
Insp. - \$43,000				
Special - \$8,000				
INTEREST - (18 mo. @ 4.375%)	\$ 28,000	\$ -	\$ -	\$ 28,000.00
WVDOH FEE	\$ -	\$ -	\$ 8,218.50	\$ 8,218.50
PROJECT CONTINGENCY.	\$ 5,900	\$ 11,500	\$ -	\$ 17,400.00
TOTAL	\$ 430,000	\$ 605,000	\$ 350,000.00	\$ 1,385,000.00



United States Department of Agriculture
Rural Development
Elkins Area Office

August 5, 2005

FILE COPY

Bingamon Public Service District
Attention: Michael R. Sieber, Chairman
P.O. Box 87
Wyatt, WV 26463

Dear Chairman Sieber:

This letter is to confirm that the pre-closing meeting for the USDA Rural Utilities Service (RUS) loan and grant on the upcoming Bingamon PSD Water System Improvement Project is planned for August 22, 2005, at 9:00 a.m. in the Pine Bluff Community Center. A pre-construction conference will follow at 10:30 a.m. The official loan closing date for the PSD's project will be August 24, 2005. Please have project accountant and the project attorney available at 9:00 a.m. for pre-closing decisions.

Reference is made to the RUS letter of conditions dated June 21, 2004. All of the requirements of that letter must be met and the loan must be closed in accordance with RUS Instruction 1780.

Many of the aforementioned items have already been addressed. Those items remaining to be satisfied prior to loan closing include:

1. The Amended Letter of Conditions pertaining to the \$350,000 subsequent RUS Grant to cover the bid overrun must be adopted by the Board, and the appropriate forms accompanying the Letter of Conditions must be signed.
2. The Certification on the Loan Resolution will be completed at pre-closing.
3. The Gant Agreement will be properly executed at the pre-closing.

Randolph Center Building • 1200 Harrison Avenue, Suite 150 • Elkins, West Virginia 26241
Phone: (304) 636-2158 • Fax: (304) 638-6902 • TDD: (304) 284-4836 • Web: <http://www.rurdev.usda.gov/wv>

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Washington, DC 20250-9410 or call (800)795-3272(voice) or (202) 720-6382 (TDD).

4. The PSD's attorney will need to provide Form RD 442-22, Opinion of Counsel Relative to Rights-of-Way, showing no exceptions. This form should be dated August 24, 2005.

5. The PSD's attorney must furnish a Form RD 1927-10, Final Title Opinion, on all land(s) being acquired. In addition, the attorney must provide a separate final title opinion(s) covering all existing property owned by the PSD. The opinion(s) should be dated August 24, 2005.

6. In accordance with Item 8(c) of the letter of conditions, the PSD's attorney must furnish a narrative opinion addressing all permits, certifications, and other items necessary to show that all legal requirements can be met and stating how they will be met. The narrative should also identify any condemnation proceedings that are anticipated and state how they will be handled. At minimum, a "right of entry" must be obtained for all properties before the pre-closing.

7. In accordance with the Legal Services Agreement, the project attorney should be on hand during the pre-construction conference to review construction contracts, and contracting procedure, as well as surety and contractual bonds in connection with the project.

8. No later than the date of the pre-closing meeting, the PSD must provide written evidence that all required insurance coverage and fidelity bond coverage has been obtained in accordance with Item 11 of the Letter of Conditions.

9. The permit from the West Virginia Department of Highways must be on hand at the closing. The PSD should proceed to obtain the necessary bond and forward it to the WVDOH with a request that the permit be issued if this has not already been done.

10. All applicable Public Service Commission certificates and/or approvals must be obtained prior to closing, and a written verification provided to RUS.

11. The PSD's accountant must certify that all accounts and records are properly established and are operational in accordance with item 7(b) of the letter of conditions.

12. The PSD must provide RUS with a current copy of their Workers' Compensation Certificate.

13. The Contractors involved in the construction of the project will need to complete Form AD 1048, "Certification Regarding Debarment – Lower Tier Covered Transactions".

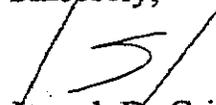
14. The first requisition for Rural Development funds should be created and submitted for Rural Development review as soon as possible. Once it is approved, the bond counsel will need to know the amount so that the bond can be completed.

15. Please be prepared to have a properly called meeting of the PSD's Board of Directors during the pre-closing process. Also please bring any official seal that the PSD uses for authenticating documents.

16. Bobby Dominick, our Rural Development Technician, is planning to complete a Civil Rights Compliance Review with the PSD at the pre-closing. This is normally in the format of an informal interview to help him gather the information for the review.

The RUS loan of \$430,000 was originally obligated at an interest rate of 4.375%. If the loan closes on the 24th of August as planned, the PSD will receive the current interest rate of 4.125%. At 4.125% for 38 years, the monthly loan payment will be \$1,905.00. Thank you for doing business with USDA Rural Development. If you have any questions regarding these or any other matters pertaining to your loan and grant, please contact our office at your earliest convenience.

Sincerely,


Joseph D. Crickenberger
Rural Development Specialist

CC: State Director
USDA- Rural Development

John C. Stump
Steptoe & Johnson
Bond Counsel

Norman T. Farley, Esquire
West & Jones
Attorney at Law

Trey Hornor
Hornor Brothers Engineers
Consulting Engineers

Julie Nice
Tetrick & Bartlett
Certified Public Accountant

WATER OR WASTE SYSTEM GRANT AGREEMENT
UNITED STATES DEPARTMENT OF AGRICULTURE

RURAL UTILITIES SERVICE

COPY

THIS AGREEMENT dated August 24, 2005 between

Bingamon PSD

a public corporation organized and operating under

Chapter 16, Article 13A, West Virginia Code

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (sewer) system to serve the area under jurisdiction at an estimated cost of \$ 1,385,000 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 430,000 of the development cost through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 430,000 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 955,000 or 68.95% percent of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306 (a) of the Consolidated Farm and Rural Development Act the purpose only of defraying a part not to exceed 68.95% percent of the development costs, as defined by applicable Rural Utilities Service Instructions.

GRANTEE AGREES THAT GRANTEE WILL:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes

of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 per centum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds, for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/97]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$955,000.00, which it will advance to Grantee to meet not to exceed 68.95% percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Chairman

and attested and its corporate seal affixed by its duly authorized

Attest:

By: Judith A. McDonough

(Title) Secretary

By: Michael R. Sieber

(Title) Chairman

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By: [Signature] Rural Development Specialist
(Title)

BINGAMON PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2005 A
(United States Department of Agriculture)

RECEIPT OF DEPOSITORY BANK

I, the undersigned duly authorized representative, of WesBanco Bank, Inc., Shinnston, West Virginia (the "Bank"), hereby certify that on the 24th day of August, 2005, the Bank received an automated transfer in the amount of ~~\$99,264.90~~ to the credit of the Project Construction Account, Account Number 2733508206 for the Series 2005 A Bonds.

✓ 99300.00 CZ

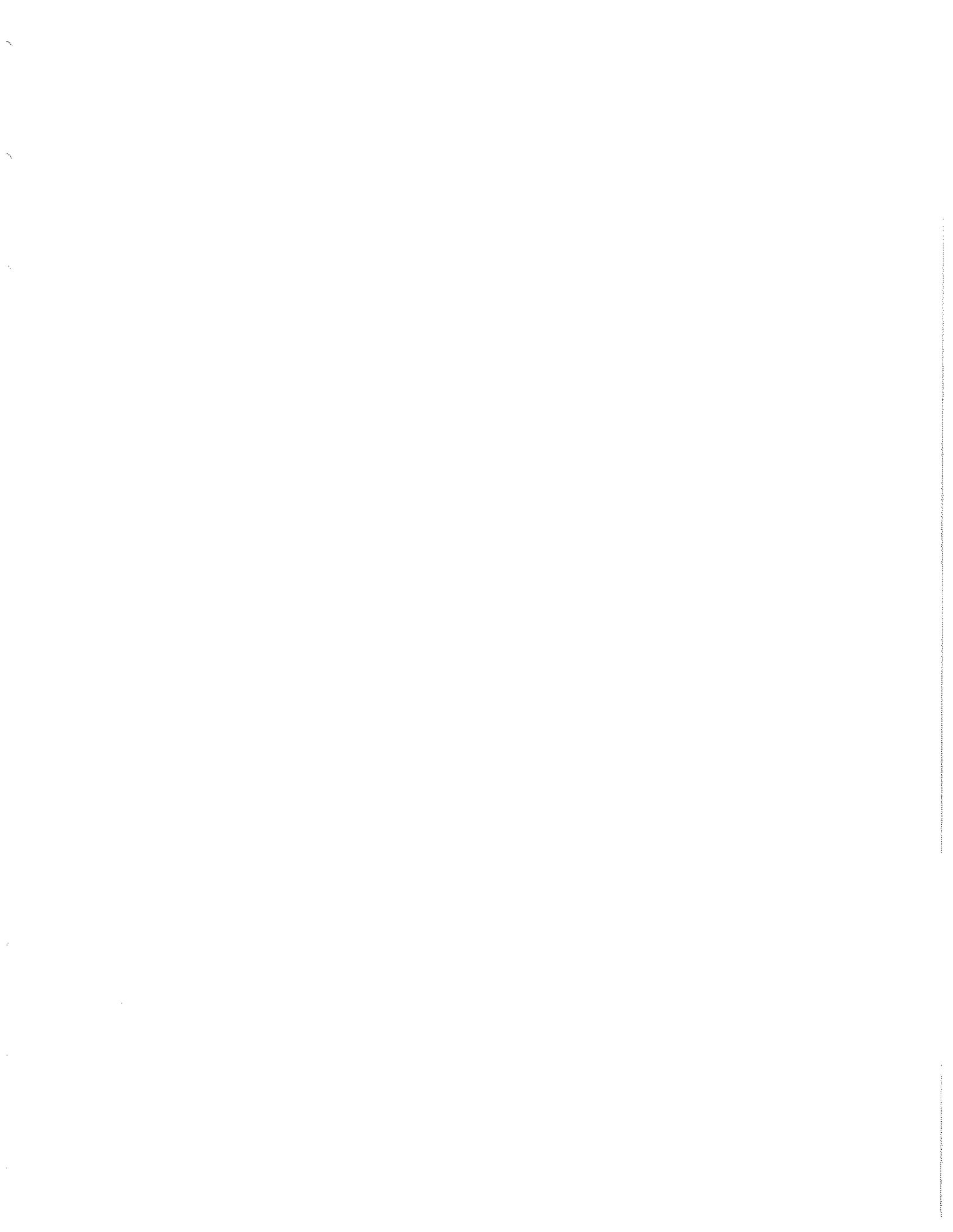
WITNESS my signature on this 24th day of August, 2005.

WESBANCO BANK, INC.,
Its Office at Shinnston, West Virginia

By: Carly A. Jule, Branch Manager
Its: Authorized Officer

08/12/05
073480.00001

CL993047.1



WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 31st day of August, 2005

~~XX~~ between the City of Shinnston, 43 Bridge Street, Shinnston, WV 26431

hereinafter referred to as the "Seller" and the Bingamon Public Service District, P.O. Box 87, Wyatt, WV 26463

hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of Article 13A of Chapter 16 of the Code of West Virginia, as amended, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by Resolution No. _____ enacted on the _____ day of _____, 2005, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said Resolution was approved, and the execution of this contract carrying out the said Resolution by the City Manager, and attested by the Secretary, was duly authorized, and

Whereas, by Resolution of the Public Service Board of the Purchaser, enacted on the 19th day of September, 2005, the purchase of water from the Seller in accordance with the terms set forth in the said Resolution was approved, and the execution of this contract by the Chairman, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the West Virginia Department of Health

in such quantity as may be required by the Purchaser not to exceed 8.0 million gallons per month.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at

100 psi from an existing six (6") inch main supply at a point located

Shinnston to Bingamon Master Meter

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the twelve (12) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on

monthly periods. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the _____ day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 20th day of each month, for water delivered in accordance with the following schedule of rates:

a. \$ N/A for the first _____ gallons, which amount shall also be the minimum rate per month.

b. \$ N/A cents per 1000 gallons for water in excess of _____ gallons but less than _____ gallons.

c. \$ N/A cents per 1000 gallons for water in excess of _____ gallons.

Resale Rate: \$2.14 per 1000 gallons, or such other resale rate as may become a part of Shinnston Water Department's tariff as approved by the West Virginia Public Service Commission

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of no (\$0.00) dollars which shall cover any and all costs of the Seller for installation of the metering equipment and _____

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of forty (40) this contract years from the date of the ~~initial delivery of any~~ initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That N/A days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ N/A which will be paid by the contractor or, on his failure to pay, by the Purchaser.

4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every one (1) year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

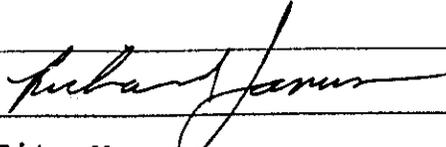
7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of Rural Development.

8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

9. (Prior Agreements) This Agreement shall supersede and replace any prior agreements between the parties.

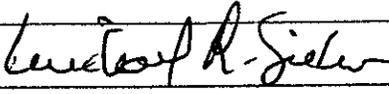
In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three (3) counterparts, each of which shall constitute an original.

Seller: CITY OF SHINNSTON

By 
Title City Manager

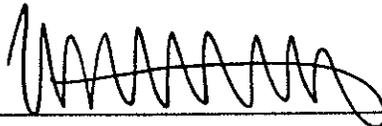
Attest: 
Secretary

Purchaser: BINGAMON PUBLIC SERVICE DISTRICT
a public corporation

By 
Title Chairman

Attest: 
Secretary

This contract is approved on behalf of Rural Development this _____ day of _____, 2005
~~20~~x _____.

By 
Title STATE DIRECTOR

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the 31st day of August, 2005.

CASE NO. 05-1060-PWD-PC

COPY

BINGAMON PUBLIC SERVICE DISTRICT, a public utility, Wyatt, Harrison County, and SHINNSTON MUNICIPAL WATER DEPARTMENT, a municipal utility, Shinnston, corporation, Harrison County.

Petition for consent and approval of a new water purchase agreement between the District and Shinnston Municipal Water Department.

COMMISSION ORDER

The Commission grants its prior consent for a utility to contract with another utility.

FINDINGS OF FACT

1. Bingamon Public Service District and Shinnston Municipal Water Department have requested the Commission's consent to enter into a new water purchase agreement, pursuant to W. Va. Code § 24-2-12. Petition p.1 (July 20, 2005), as corrected July 22, 2005.

2. Staff recommends approval of the corrected filing, because the terms and conditions thereof are reasonable, no party is given an undue advantage, and the public is not adversely affected.

CONCLUSION OF LAW

It is reasonable for the Commission to grant its prior consent for Bingamon and Shinnston to enter into the new water purchase agreement, as corrected July 22, 2005, without approving the underlying terms and conditions of the agreement.

ORDER

IT IS THEREFORE ORDERED that, without approving the underlying terms and conditions, the Commission grants its prior consent for Bingamon and Shinnston to enter into the agreement, as corrected July 22, 2005, and this matter is removed from the Commission's docket of active cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste:



**Sandra Squire
Executive Secretary**

CLW/sek
051060c.wpd