

**Regional Development Authority of Charleston-Kanawha County, West Virginia
Metropolitan Region
Waterworks Revenue Bonds, Series 2005 A (Taxable)**

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**REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA (METROPOLITAN REGION)**

**WATERWORKS REVENUE BONDS, SERIES 2005 A
(TAXABLE)**

DATE OF CLOSING: JUNE 28, 2005

BOND TRANSCRIPT

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**REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA
METROPOLITAN REGION**

Waterworks Revenue Bonds, Series 2005 A (Taxable)

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BOND TRANSCRIPT

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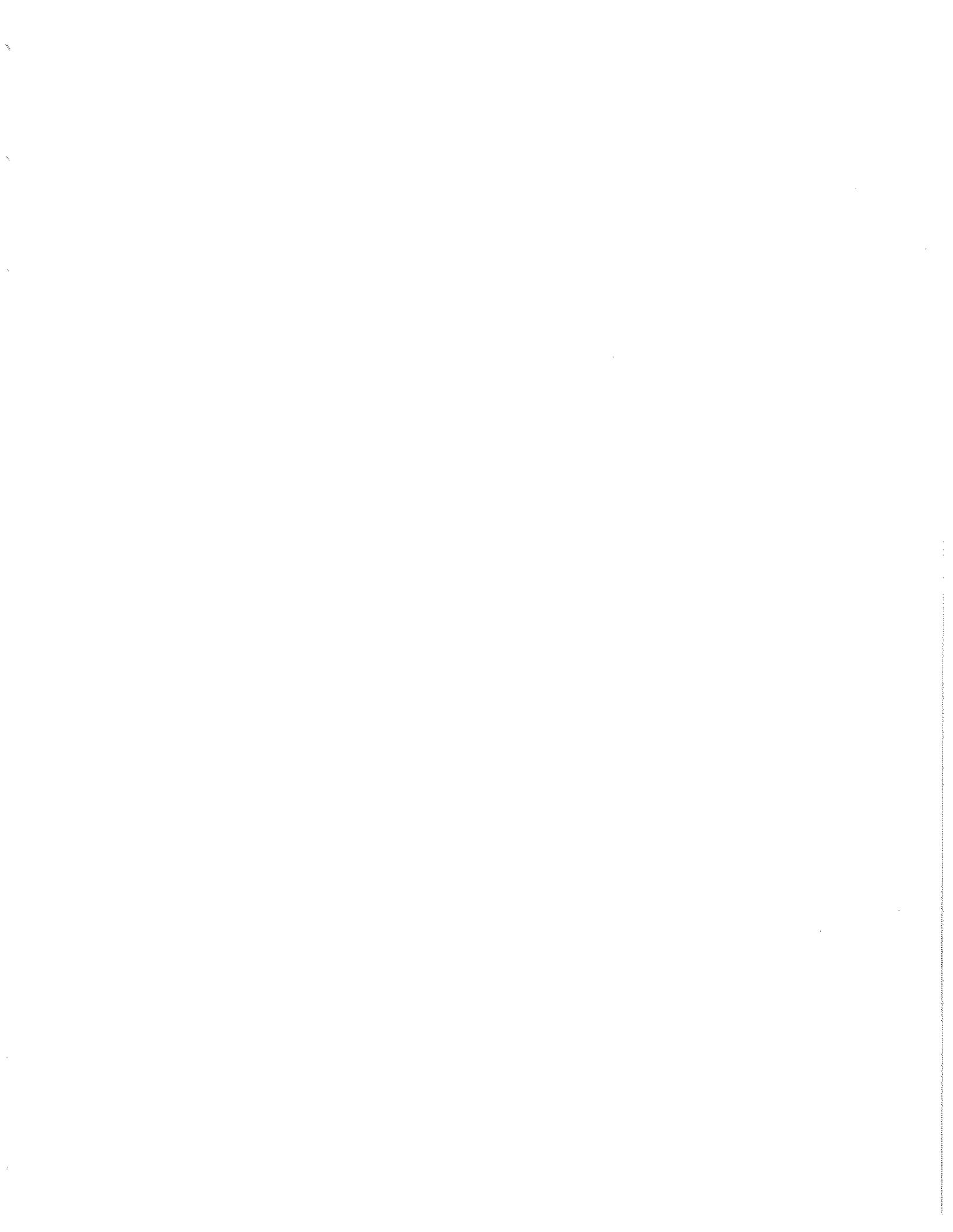
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REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA
COUNTY, WEST VIRGINIA METROPOLITAN REGION

RESOLUTION AUTHORIZING THE PERMANENT FINANCING OF THE COSTS OF ADDITIONS AND BETTERMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION THROUGH THE ISSUANCE BY THE ISSUER OF \$260,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATERWORKS REVENUE BONDS, SERIES 2005 A (TAXABLE); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is enacted pursuant to the provisions of Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law.

Section 1.02. Findings. It is hereby found, determined and declared that:

A. The Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer") is a public corporation with perpetual existence and a county development authority within the meaning of the Act, duly created

REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA
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BE IT ORDAINED AND ENACTED BY THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION:

ARTICLE I

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Section 1.02. Findings. It is hereby found, determined and declared that:

A. The Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer") is a public corporation with perpetual existence and a county development authority within the meaning of the Act, duly created

pursuant to a resolution adopted by the County Commission of Kanawha County (the "County Commission") on May 31, 1967.

B. The Issuer presently owns and operates a public waterworks system. However, the County Commission has heretofore deemed it necessary and desirable for the health and welfare of the inhabitants of Kanawha County that there be acquired and constructed additions and betterments to the public waterworks system of the Issuer, consisting of the construction and installation of water line extensions to water consumers on Upper Frame Road, including a 100,000-gallon water tank, a booster station and certain 8-inch, 6-inch and 2-inch water line to serve approximately 175 new customers, and 27 water line extensions to water consumers in various rural locations in Kanawha County, West Virginia, including the construction and installation of 8-inch, 6-inch and 2-inch water line, 25 fire hydrants and related service lines and meters to serve approximately 163 new customers, together with all appurtenant facilities (collectively, the "Project" or the "Series 2005 A Facilities").

C. The Issuer and the County Commission have heretofore determined that the customers served by the Issuer should pay a surcharge to the County Commission (the "Surcharges"), which Surcharges have heretofore been approved by the West Virginia Public Service Commission.

D. It is deemed necessary for the Issuer to issue its Waterworks Revenue Bonds, Series 2005 A (Taxable), in the total aggregate principal amount of \$260,000 (the "Series 2005 A Bonds"), initially to be represented by a single bond, to permanently finance the Costs of the Project (as hereinafter defined). Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Series 2005 A Bonds for a period not exceeding 6 months after completion of acquisition and construction of the Project; engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2005 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2005 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. It is in the best interests of the Issuer that its Series 2005 A Bonds be sold to the Original Purchaser (as hereinafter defined) pursuant to terms agreed to by the Issuer and the Original Purchaser.

F. There are outstanding obligations of the Issuer which will rank senior and prior to the Series 2005 A Bonds as to liens, pledge and source of and security for payment, being the Issuer's Public Waterworks Revenue Bonds, Series 2000 A (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000, and Public Waterworks Lease Revenue Bonds, Series 2000 B (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$2,950,000 (the "Series 2000 B Bonds" and together with the Series 2000 A Bonds, collectively referred to herein as the "Prior Bonds"). There are also outstanding the Water Revenue Notes, Series 1999 A, of the Issuer, issued in the original aggregate principal amount of \$7,000,000 (the "Prior Notes"). The Series 2005 A Bonds shall be junior and subordinate to the Prior Notes and the Prior Bonds as to liens, pledge and source of and security for payment. The Series 2005 A Bonds shall be paid from the Surplus Revenues of the System and from the Surcharges.

G. The Issuer has complied with all requirements of West Virginia law relating to the Project and the operation of the Series 2005 A Facilities and issuance of the Series 2005 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project by the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the date of issuance of the Series 2005 A Bonds or such final order will not be subject to appeal or rehearing.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2005 A Bonds by the registered owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

"Act" means Chapter 7, Article 12 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authorized Officer" means the President of the Issuer, or any other officer of the Issuer specifically designated by resolution of the Issuer.

"Board" means the Board of Directors of the Issuer.

"Bondholder," "Holder of the Bonds," "Holder," "Registered Owner" or any similar term whenever used herein with respect to an outstanding Bond or Bonds, means the person in whose name such Bond is registered.

"Bond Legislation," "Resolution," "Bond Resolution" or "Local Act" means this Bond Resolution and all ordinances, orders and resolutions supplemental hereto or amendatory hereof.

"Bond Registrar" means the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns.

"Bonds" means the Series 2005 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

"Bond Year" means the 12-month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

"Closing Date" means the date upon which there is an exchange of the Series 2005 A Bonds for the proceeds representing the purchase price of the Series 2005 A Bonds from the Original Purchaser.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

"Company" means West Virginia-American Water Company, a West Virginia corporation.

"Consulting Engineers" means any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the Series 2005 A Facilities or any portion thereof, in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided, however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions or political subdivisions.

"Costs" or "Costs of the Project" means those costs described in Section 1.02E hereof to be a part of the cost of acquisition and construction of the Project.

"County Commission" means The County Commission of Kanawha County, West Virginia, a political subdivision of the State of West Virginia.

"Depository Bank" means JPMorgan Chase Bank, NA, and its successors and assigns.

"Executive Secretary" means the individual designated to act in such capacity by the Board of the Issuer.

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions of the FDIC.

"Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

"Herein," "hereto" and similar words shall refer to this entire Bond Legislation.

"Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the Series 2005 A Facilities or for any other purpose except keeping the accounts of the Series 2005 A Facilities in the normal operation of its business and affairs, all in accordance with generally accepted accounting principles applied on a consistent basis.

"Issuer" means the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, a public corporation with perpetual existence and a regional development authority within the meaning of the Act, and, as appropriate, its agents and assigns.

"Loan Agreement" means the Loan Agreement dated as of the Closing Date, to be entered into between the Original Purchaser and the Issuer.

"Net Revenues" means the balance of the Revenues, remaining after deduction of Operating Expenses, as hereinafter defined.

"O & M Agreement" means the Revised Master Operation and Maintenance Agreement between the Issuer and the Company, dated January 6, 2000, relating to the operation, maintenance, repair and replacement of the public waterworks system of the Issuer, as it may be amended from time to time and as approved by the Public Service Commission of West Virginia.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, operation and maintenance of the Series 2005 A Facilities, as hereinafter defined, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs, fees and expenses of fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Series 2005 A Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Original Purchaser" shall mean JPMorgan Chase Bank, NA, a national banking association.

"Outstanding" when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond canceled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption, shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

"Paying Agent" means of JPMorgan Chase Bank, NA, and its successors and assigns.

"President" means the President of the Issuer.

"Prior Bonds" means, collectively, the Series 2000 A Bonds and the Series 2000 B Bonds.

"Prior Notes" means the Water Revenue Notes, Series 1999A, of the Issuer, issued in the original aggregate principal amount of \$7,000,000.

"Prior Resolutions" means, collectively, the resolutions or ordinances of the Issuer, together with any supplemental resolutions, authorizing the issuance of the Prior Bonds and Prior Notes.

"Project" means the Project as described in Section 1.02B hereof.

"Qualified Investments" means and includes any of the following:

- (a) Government Obligations;
- (b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;
- (c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;
- (d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;
- (e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC, 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 exempt from federal income taxation, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Registered Owner," "Bondholder," "Holder" or any similar term means, whenever used herein with respect to an outstanding Bond or Bonds, the person in whose name such Bond is registered.

"Registrar" means the Bond Registrar.

"Revenue Fund" means the Revenue Fund established by Section 5.01 hereof.

"Revenues" means all revenues to be paid to or on behalf of the Issuer by the Company under the O & M Agreement; provided that, in the event the O & M Agreement is terminated, Revenues shall include all receipts, revenues, income and other monies from the subsequent leasing, subleasing, operation, management, sale or other disposition of the System, or any part thereof, and all rights to receive the same, determined in accordance with generally accepted accounting principles; provided, however, that any Surcharges paid by customers of the System shall not be considered to be Revenues.

"Secretary" means the Executive Secretary of the Issuer.

"Security Agreement" means the Security Agreement dated as of the Closing Date, to be entered into between the Original Purchaser and the Issuer.

"Series 2000 A Bonds" means the Public Waterworks Revenue Bonds, Series 2000 A (West Virginia Water Development Authority), of the Issuer, dated January 27, 2000, issued in the original aggregate principal amount of \$8,705,000.

"Series 2000 B Bonds" means the Public Waterworks Lease Revenue Bonds, Series 2000 B (West Virginia Water Development Authority), dated January 27, 2000, issued in the original aggregate principal amount of \$2,950,000.

"Series 2005 A Bonds" means the Waterworks Revenue Bonds, Series 2005 A (Taxable), of the Issuer, authorized by this Resolution.

"Series 2005 A Bonds Fund" means the Series 2005 A Bond Fund established by Section 5.01 hereof.

"Series 2005 A Bonds Reserve Account" means the Series 2005 A Bond Reserve Account established by Section 5.02 hereof.

"Series 2005 A Bonds Reserve Requirement" means, as of any date of calculation the maximum amount of principal and interest which will become due on the Series 2005 A Bonds in the then current or any succeeding year.

"Series 2005 A Facilities" means the Project and any further additions, betterments and improvements thereto hereafter constructed or acquired from any sources whatsoever.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Resolution.

"Surcharges" mean those monthly surcharges paid by customers of the Issuer to the County Commission, which have been approved by the West Virginia Public Service Commission.

"Surplus Revenues" means the Net Revenues not required by the Prior Resolutions to be set aside and held for the payment of or security for the Prior Bonds or the Prior Notes or any other obligations of the Issuer, including, without limitation, any respective sinking fund, reserve account or depreciation reserve.

"System" means the public waterworks system of the Issuer, together with any further additions, betterments and improvements thereto hereafter constructed or acquired from any sources whatsoever.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF THE PERMANENT FINANCING OF
THE COSTS OF THE PROJECT

Section 2.01. Authorization of the Permanent Financing of the Costs of the Project. There is hereby authorized and ordered the permanent financing of the Costs of the Project, at a cost of \$260,000. The proceeds of the Series 2005 A Bonds hereby authorized shall be applied as provided in Article VI hereof.

The Costs of the Project are \$260,000, of which the entire amount will be permanently financed with proceeds of the Series 2005 A Bonds.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS

Section 3.01. Authorization of Bonds. For the purposes of permanently financing the Costs of the Project, there shall be and hereby are authorized to be issued the negotiable Series 2005 A Bonds of the Issuer. The Series 2005 A Bonds shall be issued as a single bond, numbered AR-1, designated "Waterworks Revenue Bonds, Series 2005 A (Taxable)," in the principal amount of \$260,000. The proceeds of the Series 2005 A Bonds shall be paid by the Original Purchaser to the Issuer on the Closing Date.

Section 3.02. Terms of Bonds. The Series 2005 A Bonds shall be dated the Closing Date, shall mature on September 1, 2010, shall bear interest and shall be repayable as follows:

A. The Series 2005 A Bonds shall bear interest on the outstanding principal amount thereof from the date of each advance to and including the maturity or early prepayment thereof at the rate of 6.96% per annum.

B. Principal of and interest on the Series 2005 A Bonds are payable by check or draft to the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of the Registrar. On September 1, 2005, the Issuer shall pay an interest only payment in an amount equal to the accrued interest from the Closing Date up to and including to September 1, 2005. Thereafter, on the 1st day of each month thereafter for a period of 59 months commencing October 1, 2005, and continuing to and including August 1, 2010, the monthly installments shall consist of principal and interest in the amount of \$3,013.46, based upon an amortization period of 120 months. The Issuer shall make a final payment on September 1, 2010 in an amount equal to the then outstanding principal balance plus accrued interest thereon, unless the Original Purchaser shall agree, in its sole discretion, to extend the maturity for an additional term in which case the Issuer shall, in accordance with Section 11.01 hereof, adopt a Supplemental Resolution approving the amended terms of the Series 2005 A Bonds, and shall execute such other documents as are necessary to issue such amended Series 2005 A Bonds.

The Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Bonds shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such

other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

The Series 2005 A Bonds shall be issued in the form of a single bond, fully registered to the Original Purchaser, with a debt service schedule attached, representing the aggregate principal amount of the Series 2005 A Bonds. The Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Original Purchaser shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall be dated as of the date specified in a Supplemental Resolution and shall bear interest from the date so specified therein.

If the Series 2005 A Bonds are paid in full by the Issuer more than six (6) calendar months prior to the maturity date, the Issuer shall pay a prepayment premium equal to the prepaid principal multiplied by the premium percentage. The premium percentage shall be equal to one percent (1.0%) multiplied by the number of years plus one for any additional part or portion of a year between the date of the prepayment and the maturity date of the Series 2005 A Bonds; provided that the premium percentage shall not exceed five percent (5.0%) of the prepaid principal.

Section 3.03. Execution of Bonds. The Series 2005 A Bonds shall be executed in the name of the Issuer by the President, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2005 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof, shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of

Authentication and Registration on any Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2005 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting any of said Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Bonds or transferring the registered Bonds are exercised, Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2005 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon

surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be canceled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2005 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Surplus Revenues and Surcharges as herein provided. No holder or holders of any of the Series 2005 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2005 A Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Surplus Revenues and Surcharges. The payment of the debt service of the Series 2005 A Bonds shall be secured forthwith equally and ratably by a lien on the Surplus Revenues and Surcharges, junior and subordinate as to liens, pledge and source of and security for payment to the Prior Bonds and the Prior Notes. Such Surplus Revenues and Surcharges in an amount sufficient to pay the principal of and interest on and other payments for the Series 2005 A Bonds are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2005 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2005 A Bonds to the Original Purchaser upon receipt of the documents set forth below:

A. If other than the Original Purchaser, a list of the names in which the Series 2005 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2005 A Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. An executed copy of the Loan Agreement and Security Agreement, and any other documents reasonably required by the Original Purchaser; and

E. The unqualified approving opinion of bond counsel on the Series 2005 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2005 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA
COUNTY, WEST VIRGINIA METROPOLITAN REGION
WATERWORKS REVENUE BONDS,
SERIES 2005 A (TAXABLE)

No. AR-1

\$260,000

KNOW ALL MEN BY THESE PRESENTS: That REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION (the "Issuer"), a county development authority, a public agency and a duly constituted authority, acting on behalf of The County Commission of Kanawha County, a political subdivision of the State of West Virginia, for value received, hereby promises to pay, solely from the sources and in the manner hereinafter provided therefor, to the order of

- JPMORGAN CHASE BANK, NA -

or registered assigns (the "Registered Owner"), the principal sum of Two Hundred Sixty Thousand and 00/100 DOLLARS (\$260,000) in lawful money of the United States of America, or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as evidenced by the Record of Advances attached as EXHIBIT A hereto and incorporated herein by reference as a part hereof, with interest at the rates per annum set forth in paragraph A below, as applicable, in monthly installments of interest, or principal and interest, as set forth in paragraph B below.

(A) This Bond shall bear interest on the outstanding principal amount thereof from the date of each advance to and including the maturity or early prepayment thereof at the rate of 6.96% per annum.

(B) Principal of and interest on this Bond are payable by check or draft to JPMorgan Chase Bank, NA, Charleston, West Virginia (the "Paying Agent") mailed to the Registered Owner hereof at the address as it appears on the books of JPMorgan Chase Bank, NA, Charleston, West Virginia, as registrar (the "Registrar"). On September 1, 2005, the Issuer shall pay an interest only payment in an amount equal to the accrued interest from the Closing Date up to and including to September 1, 2005. Thereafter, on the 1st day of each month thereafter for a period of 59 months, commencing October 1, 2005, and continuing to and including August 1, 2010, the monthly

installments shall consist of principal and interest in the amount of \$3,013.46, based upon an amortization period of 120 months. The Issuer shall make a final payment on September 1, 2010 in an amount equal to the then outstanding principal balance plus accrued interest thereon.

Interest shall be computed on the basis of a year of 360 days and 12 months of 30 days each, payable for the actual number of days elapsed during any portion of a month. If this Bond is paid in full more than six (6) calendar months prior to the maturity date, the Issuer shall pay a prepayment premium equal to the prepaid principal multiplied by the premium percentage. The premium percentage shall be equal to one percent (1.0%) multiplied by the number of years plus one for any additional part or portion of a year between the date of the prepayment and the maturity date of this Bond; provided that the premium percentage shall not exceed five percent (5.0%) of the prepaid principal.

This Bond is issued to provide funds to permanently finance the costs of additions and betterments to the public waterworks system of the Issuer consisting of water line extensions to water consumers in various locations in Kanawha County, West Virginia, together with all appurtenant facilities (the "Project"). The Project and any further additions, betterments or improvements thereto are herein called the "Series 2005 A Facilities." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 19, 2005 (the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation. Reference is hereby made to the Bond Legislation, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties, and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owner of the Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Bond Legislation are on file at the office of the Secretary of the Issuer.

THIS BOND IS JUNIOR AND SUBORDINATE AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT TO THE ISSUER'S PUBLIC WATERWORKS REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 27, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,705,000, AND PUBLIC WATERWORKS LEASE REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 27, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,950,000 (THE "SERIES 2000 B BONDS" AND TOGETHER WITH THE SERIES 2000 A BONDS, COLLECTIVELY REFERRED TO HEREIN AS THE "PRIOR BONDS"), AND THE

ISSUER'S WATER REVENUE NOTES, SERIES 1999 A, OF THE ISSUER, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$7,000,000 (THE "PRIOR NOTES").

This Bond and the interest thereon are payable only from and secured by a lien on the Surplus Revenues and Surcharges (as defined in the Bond Legislation), junior and subordinate with respect to liens, pledge and source of and security for payment with the Prior Bonds and the Prior Notes. The Issuer hereby and in the Bond Legislation pledges such revenues to such payment. Such Surplus Revenues and Surcharges shall be sufficient to pay the principal of and interest on all Bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Bond Legislation.

This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, or the interest hereon, except from said special fund provided from the Surplus Revenues, Surcharges and unexpended proceeds of the Bonds. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All monies received from the sale of this Bond shall be applied solely to payment of the Notes, payment of the costs of the Project and costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

This Bond, together with interest hereon, is, under the Act, exempt from all taxes by the State of West Virginia.

This Bond shall not be entitled to any benefit under the Bond Legislation, or become valid or obligatory for any purpose, until the certification of authentication and registration attached hereto shall have been signed by the Registrar.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION
has caused this Bond to be signed by its President, and its corporate seal to be hereunto
affixed and attested by its Secretary, and has caused this Bond to be dated June 28, 2005.

[SEAL]

President

ATTEST:

Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2005 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 200____.

JPMORGAN CHASE BANK, NA
as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$ 260,000.00	06/28/05	(7) \$	
(2) \$		(8) \$	
(3) \$		(9) \$	
(4) \$		(10) \$	
(5) \$		(11) \$	
(6) \$		(12) \$	
	TOTAL	\$260,000.00	

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint
_____, Attorney to transfer the said Bond
on the books kept for registration of the within Bond of the said Issuer with full power of
substitution in the premises.

Dated: _____, _____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement and Security Agreement. The Series 2005 A Bonds shall be sold to the Original Purchaser, pursuant to the terms and conditions of the Loan Agreement and Security Agreement and any other documents reasonably required by the Original Purchaser (the "Other Bond Documents"). If not so authorized by previous ordinance or resolution, the President is specifically authorized and directed to execute the Loan Agreement, the Security Agreement and the Other Bond Documents, in form and substance as approved by the President, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement, the Security Agreement and the Other Bond Documents to the Original Purchaser, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank.

The following special funds or accounts are hereby created (or continued if previously established in the Prior Resolutions) with and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

- (1) Revenue Fund (established by the Prior Resolutions); and
- (2) Series 2005 A Bonds Fund.

Section 5.02. Establishment of Funds and Accounts with Commission.

The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

- (1) Series 2005 A Bonds Reserve Account.

Section 5.03. Revenues; Flow of Funds. A. The entire Revenues

received by the Issuer shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation. 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 monies in the Revenue Fund all current Operating Expenses.

(2) The Issuer shall next (i) on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the respective Prior Bonds sinking funds the amounts required by the Prior Resolutions and (ii) on the date received by the Company, transfer from the Revenue Fund into the Series 2005 A Bonds Fund, the Revenues received from the Company which are associated with the Series 2005 A Facilities and then, on or before the due date of payment of each installment on the Series 2005 A Bonds, remit to the Paying Agent from the Series 2005 A Bonds Trust Fund, the

amount required to pay the interest on the Series 2005 A Bonds and to amortize the principal of the Series 2005 A Bonds over a period of 120 months.

(3) The Issuer shall next, on the date specified in the Prior Resolutions, transfer from the Revenue Fund and remit to (i) the Commission for deposit in the respective Prior Bonds reserve accounts, the amounts required by the Prior Resolutions, and (ii) on the date of issuance of the Series 2005 A Bonds, remit to the Commission an amount necessary to fully fund the Series 2005 A Bonds Reserve Account; provided that no further payments shall be made into the Series 2005 A Bonds Reserve Account so long as there shall remain on deposit therein an amount equal to the Series 2005 A Bonds Reserve Requirement.

(4) The Issuer shall next, from the monies remaining in the Revenue Fund, transfer from the Revenue Fund and remit the amounts required by the Prior Resolutions.

Monies in the Series 2005 A Bonds Fund shall be used only for the purposes of paying principal and interest on the Series 2005 A Bonds as the same shall become due. If required by the Original Purchaser at any time, the Issuer shall make the necessary arrangements whereby required payments on the Series 2005 A Bonds shall be automatically deducted from the Series 2005 A Bonds Fund and transferred to the Paying Agent on the dates required hereunder. The monies in the Series 2005 A Bond Fund shall constitute trust funds and shall be used only for the purposes provided herein, and until so used, the Original Purchaser shall have a lien thereon for further securing payment of the Series 2005 A Bonds and the interest thereon.

Monies in the Series 2005 A Bonds Reserve Account shall be used only for the purposes of paying principal of and interest on the Series 2005 A Bonds as the same shall become due, when other monies of the Issuer are insufficient therefor, and for no other purposes. The monies in the Series 2005 A Bonds Reserve Account shall constitute trust funds and shall be used only for the purposes provided herein, and until so used, the Original Purchaser shall have a lien thereon for further securing payment of the Series 2005 A Bonds and the interest thereon. Any withdrawals from the Series 2005 A Bonds Reserve Account which result in a reduction in the balance of the Series 2005 A Bonds Reserve Account to below the Series 2005 A Bonds Reserve Requirement shall be subsequently restored from the first Revenues available after all required payments have been made with respect to the principal of and interest on the Prior Bonds, the Prior Notes and the Series 2005 A Bonds, and all required payments have been made into the Prior Bonds sinking funds and reserve accounts.

All investment earnings on monies in the Series 2005 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall be returned to the Issuer and used first for the payment of interest on or principal of the Issuer's Series 2005 A Bonds.

As and when additional Bonds ranking on a parity with the Series 2005 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account, if any, in an amount equal to the maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional parity Bonds.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2005 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

Monies in the Series 2005 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2005 A Bonds Reserve Account shall be used solely and only for, and is hereby pledged for, the purpose of paying principal and interest on the Series 2005 A Bonds under the conditions and restrictions hereinafter set forth.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the Series 2005 A Facilities.

C. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges, fees and expenses then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Original Purchaser at any time, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

D. The monies in excess of the sum insured by the maximum amounts insured by FDIC in any of the funds and accounts shall at all times be secured, to the full

extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

E. If on any monthly payment date the Revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

F. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

ARTICLE VI

BOND PROCEEDS

Section 6.01. Application of Bond Proceeds. The monies derived from the sale of the Series 2005 A Bonds shall be paid by the Original Purchaser to the Issuer on the Closing Date, and shall be applied by the Issuer solely to payment of Costs of the Project.

Section 6.02. Reserved.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2005 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2005 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2005 A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2005 A Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the Revenues pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2005 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2005 A Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Surplus Revenues and Surcharges. The payment of the debt service of the Series 2005 A Bonds shall be secured forthwith equally and ratably by a lien on the Surplus Revenues and Surcharges, junior and subordinate as to liens, pledge and source of and security for payment to the Prior Bonds and the Prior Notes. Such Surplus Revenues and Surcharges in an amount sufficient to pay the principal of and interest on and other payments for the Series 2005 A Bonds are hereby irrevocably pledged to such payments required under this Bond Legislation as they become due.

Section 7.04. Rates and Charges. The initial schedule of water rates and charges for the Series 2005 A Facilities shall be those rates approved by the Public Service Commission of West Virginia, in the Commission Order entered on April 16, 2004, in Case No. 04-0007-W-CN, which rates are incorporated herein by reference as a part hereof.

Section 7.05. Sale of the Series 2005 A Facilities. Except as otherwise permitted by State law or with the written consent of the Original Purchaser, the Series 2005 A Facilities may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds Outstanding, or to effectively defease this Bond Legislation in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the Series 2005 A Facilities shall, with respect to the

Series 2005 A Bonds, immediately be remitted to the Paying Agent to be applied to the payment of principal of and interest on the Series 2005 A Bonds. Any balance remaining after the payment of all the Series 2005 A Bonds and interest thereon shall be remitted to the Issuer by the Paying Agent unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the Series 2005 A Facilities.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the Series 2005 A Facilities hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of \$10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the Series 2005 A Facilities is no longer necessary, useful or profitable in the operation thereof and authorize the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of \$10,000 but not in excess of \$50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the Series 2005 A Facilities is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds of any such sale shall be deposited in the Revenue Fund. The payment of such proceeds into the Revenue Fund shall not reduce the amounts required to be paid into such fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the Series 2005 A Facilities shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of \$50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the Series 2005 A Facilities.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever payable from the Revenues or Surcharges which rank senior and prior to, or equally, as to lien on and source of and security for payment from such Revenues or Surcharges with the Series 2005 A Bonds, without the prior written consent of the Original Purchaser. All obligations issued by the Issuer after the issuance of the Series 2005 A Bonds and payable from the Revenues and Surcharges, except additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge

and source of and security for payment from such Revenues and Surcharges and in all other respects, to the Series 2005 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2005 A Bonds, and the interest thereon, upon the Revenues or Surcharges, or upon the Series 2005 A Facilities or any part thereof.

The Issuer shall give the Original Purchaser prior written notice of its issuance of any other obligations to be used for the Series 2005 A Facilities, payable from the Revenues or Surcharges or from any grants, or any other obligations related to the Project or the Series 2005 A Facilities.

Section 7.07. Reserved.

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the Costs of the Project. The Issuer shall permit the Original Purchaser, or its agents and representatives, to inspect all books, documents, papers and records relating to the Series 2005 A Facilities at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Original Purchaser such documents and information as it may reasonably require in connection with the Project, the operation and maintenance of the Series 2005 A Facilities and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Original Purchaser, or its agents and representatives, to inspect all records pertaining to the operation and maintenance of the Series 2005 A Facilities at all reasonable times.

The Issuer will keep, or cause to be kept, books and records of the Series 2005 A Facilities, 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 Series 2005 A Facilities, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the Series 2005 A Facilities and all parts thereof and all records, accounts and data of the Issuer relating thereto.

The accounting system for the Series 2005 A Facilities shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by

the Issuer Body. The Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Issuer.

The Issuer shall file with the Original Purchaser of the Series 2005 A Bonds and shall mail in each year to any Holder or Holders of the Series 2005 A Bonds requesting the same, an annual report containing the following:

- (A) A statement of Revenues and Operating Expenses.
- (B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation and the status of all said funds and accounts.
- (C) The amount of any Bonds, notes or other obligations payable from the Revenues Outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the Series 2005 A Facilities to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto, to the extent legally required, and shall mail, upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2005 A Bonds and shall submit said report to the Original Purchaser, or any other original purchaser of the Series 2005 A Bonds. Such audit report submitted to the Original Purchaser shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the Revenues are adequate to meet the Issuer's Operating Expenses and debt service requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Issuer has acquired the Project and has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall provide the Original Purchaser, or its agents and representatives, with access to the Series 2005 A Facilities as may be reasonably necessary to accomplish all of the powers and rights of the Original Purchaser with respect to the Series 2005 A Facilities pursuant to the Act.

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the Series 2005 A Facilities have been established all in the manner and form

required by law, and copies of such rates and charges so established will continuously be on file with the Issuer, which copies will be open to inspection by the Original Purchaser. The schedule of rates and charges shall at all times be adequate to produce Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder or under the Prior Resolutions.

Section 7.10. Reserved.

Section 7.11. Reserved.

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the Series 2005 A Facilities.

Section 7.13. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the Series 2005 A Facilities, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services of the Series 2005 A Facilities shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the Series 2005 A Facilities. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the Series 2005 A Facilities, to all users of the services of the Series 2005 A Facilities delinquent in payment of charges for the services of the Series 2005 A Facilities and will not restore such services until all delinquent charges for the services of the Series 2005 A Facilities, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the Series 2005 A Facilities, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or

themselves of the services provided by the Series 2005 A Facilities, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the Series 2005 A Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Series 2005 A Facilities.

Section 7.15. Insurance. A. The Issuer hereby covenants and agrees that so long as any of the Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain, or cause to be carried, insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the Series 2005 A Facilities. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the Series 2005 A Facilities in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Revenue Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Revenue Fund.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than \$1,000,000 per occurrence to protect the Issuer and the Original Purchaser from claims for bodily injury and/or death and not less than \$500,000 per occurrence from claims for damage to property of others which may arise from the operation of the Series 2005 A Facilities, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the Series 2005 A Facilities.

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SERIES 2005 A FACILITIES ELIGIBLE THEREFOR.

(4) FLOOD INSURANCE, if the Series 2005 A Facilities are located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

(6) FIDELITY BONDS will be provided for every officer, member and employee of the Issuer having custody of the revenues or of any other funds of the Series 2005 A Facilities, in an amount at least equal to the total funds in the custody of any such person at any one time.

Section 7.16. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the Series 2005 A Facilities to connect thereto.

Section 7.17. Permits and Orders. The Issuer shall operate and maintain, or cause to be operated and maintained, the Series 2005 A Facilities in good condition and in compliance with all federal and state requirements and standards. The Issuer shall take all steps to properly operate and maintain the Series 2005 A Facilities and make all necessary repairs and replacements so long as the Series 2005 A Bonds are outstanding. To the extent maintenance is done by the Company, the Issuer shall enforce the provisions of the O & M Agreement to fulfill compliance with this covenant.

The Issuer will obtain all permits required by state and federal laws for the operation of the Series 2005 A Facilities and all orders and approvals from the Public Service Commission of West Virginia necessary for the permanent financing of the Costs of the Project and the operation of the Series 2005 A Facilities.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer agrees to comply with all the terms and conditions of the Loan Agreement, the Act and all applicable laws, rules and regulations issued by the State, federal or local bodies in regard to the Project and the operation, maintenance and use of the Series 2005 A Facilities.

Section 7.19. Reserved.

Section 7.20. Reserved.

Section 7.21. Public Releases. The Issuer shall list the funding provided by the Original Purchaser in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any dedication of the Project.

Section 7.22. Security Interest; Financing Statements. The Issuer shall grant for the benefit of the Original Purchaser a security interest in the Surplus Revenues and

Surcharges and shall authorize the Original Purchaser to file financing statements, and continuations thereof, to perfect its security interests therein.

Section 7.23. Series 2005 A Reserve Account. On the Closing Date, the Issuer shall deposit \$36,161.52 into the Series 2005 A Bonds Reserve Account with the Commission.

ARTICLE VIII

INVESTMENT OF FUNDS

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Bond Legislation, other than the Revenue Fund; shall be invested and reinvested by the Commission, the Depository Bank, or such other bank or national banking association holding such fund or account, as the case may be, at the written direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission, the Depository Bank, or such other bank or national banking association, as the case may be, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2005 A Bonds are Outstanding.

Section 8.02. Reserved.

Section 8.03. Reserved.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2005 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on any Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Bonds set forth in this Bond Legislation, any supplemental resolution or in the Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

(3) If the Issuer or Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Series 2005 A Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including, but not limited to, the making and collection of sufficient rates or charges for services rendered by the Series 2005 A Facilities, (iii) bring suit upon the Bond, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Series 2005 A Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the making and collection of sufficient rates and charges for services rendered by the Series 2005 A Facilities and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right, by appropriate legal proceedings, to obtain the appointment of a receiver to administer the Series 2005 A Facilities on behalf of the Issuer,

with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the Series 2005 A Facilities, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of said Series 2005 A Facilities and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might do.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the Series 2005 A Facilities shall have been paid and made good, and all defaults under the provisions of this Bond Legislation shall have been cured and made good, possession of the Series 2005 A Facilities shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the Series 2005 A Facilities in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the Series 2005 A Facilities, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the Series 2005 A Facilities for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of said Series 2005 A Facilities shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the Series 2005 A Facilities.

In the event that the Bondholder should exercise its rights under this Article IX or any other rights available to it provided under law upon the occurrence of a default by the

Issuer, and the O & M Agreement has not been terminated, the O & M Agreement shall remain in effect.

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all 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 the pledge of Surplus Revenues, Surcharges and any other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2005 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2005 A Bonds for the payment of which either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with the monies, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date, the principal installments of and interest on such Series 2005 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2005 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with other monies, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of and interest due and to become due on said Series 2005 A Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor monies deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on said Series 2005 A Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2005 A Bonds, this Resolution may be amended or supplemented in any way by Supplemental Resolution. Following issuance of the Series 2005 A Bonds, no material modification or amendment of this Resolution, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Bonds shall be made without the consent in writing of the Registered Owners of the Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds required for consent to the above-permitted amendments or modifications.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, any Supplemental Resolution thereto, or the Series 2005 A Bonds.

Section 11.04. Headings, Etc. The headings and catchlines of the articles, sections and subsections hereof are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 11.05. Conflicting Provisions Repealed. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia

applicable thereto; and that the President, the Secretary and members of the Issuer were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Date. This Resolution shall take effect immediately upon adoption.



President

CERTIFICATION

Certified a true copy of an Resolution duly enacted by the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION on the 19th day of May, 2005.

Dated: June 28, 2005.

[SEAL]



Executive Secretary

06/23/05
919120.00267

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION RATIFYING,
CONFIRMING AND APPROVING THE PRESIDENT'S
APPROVAL OF THE REVISED INTEREST RATE,
MATURITY DATE AND PRINCIPAL AND INTEREST
PAYMENT DATES OF THE WATERWORKS REVENUE
BONDS, SERIES 2005 A (TAXABLE) OF THE
REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION.

WHEREAS, the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer"), in the County of Kanawha, State of West Virginia, is a public corporation with perpetual existence and a county development authority, duly created pursuant to a resolution adopted by the County Commission of Kanawha County, West Virginia;

WHEREAS, the Board of Directors (the "Board") of the Issuer has duly and officially adopted a bond resolution, effective May 19, 2005 (the "Bond Resolution"), entitled:

RESOLUTION AUTHORIZING THE PERMANENT
FINANCING OF THE COSTS OF ADDITIONS AND
BETTERMENTS TO THE EXISTING PUBLIC
WATERWORKS SYSTEM OF THE REGIONAL
DEVELOPMENT AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA
METROPOLITAN REGION THROUGH THE ISSUANCE
BY THE ISSUER OF \$260,000 IN AGGREGATE
PRINCIPAL AMOUNT OF WATERWORKS REVENUE
BONDS, SERIES 2005 A (TAXABLE); PROVIDING FOR
THE RIGHTS AND REMEDIES OF AND SECURITY
FOR THE REGISTERED OWNERS OF SUCH BONDS;
AUTHORIZING EXECUTION AND DELIVERY OF ALL
DOCUMENTS RELATING TO THE ISSUANCE OF
SUCH BONDS; AUTHORIZING THE SALE AND
PROVIDING FOR THE TERMS AND PROVISIONS OF

SUCH BONDS AND ADOPTING OTHER PROVISIONS
RELATING THERETO.

WHEREAS, the Bond Resolution provides for the issuance of Waterworks Revenue Bonds, Series 2005 A (Taxable), of the Issuer (the "Series 2005 A Bonds"), in the aggregate principal amount not to exceed \$260,00, all in accordance with Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (the "Act"); and in the Bond Resolution it is provided that the principal amount, date, maturity date, interest rate, principal and interest payment dates, sale price and other terms of the Series 2005 A Bonds should be established by the Bond Resolution;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Resolution when used herein;

WHEREAS, on June 28, 2005 (the "Closing Date"), the Series 2005 A Bonds were purchased by JPMorgan Chase Bank, N.A. (the "Purchaser");

WHEREAS, on the Closing Date, the Purchaser determined that the interest rate on the Series 2005 A Bonds should be less than the interest rate approved in the Bond Resolution, thereby resulting in a lower monthly principal and interest payment;

WHEREAS, on the Closing Date, the Purchaser determined that the maturity date of the Series 2005 A Bonds should be extended by one month, and that the monthly principal and interest payment dates should be extended by a corresponding one-month period;

WHEREAS, on the Closing Date, the President approved the lower interest rate, the one month extension for the maturity date and the one month extension for the principal and interest payment dates for the Series 2005 A Bonds;

WHEREAS, the Board deems it essential and desirable that this supplemental resolution be adopted to ratify and confirm the President's approval of the revised interest rate, maturity date and principal and interest payment dates for the Series 2005 A Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION:

1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted, and the approval by the President of the terms of the Series 2005 A Bonds, as set forth in Exhibit A attached hereto and made a part hereof, is hereby ratified, confirmed and approved.

2. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 15th day of September, 2005.



President

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly enacted by the
REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN REGION on the 15th day of September, 2005.

[SEAL]



Executive Secretary

919120.00267

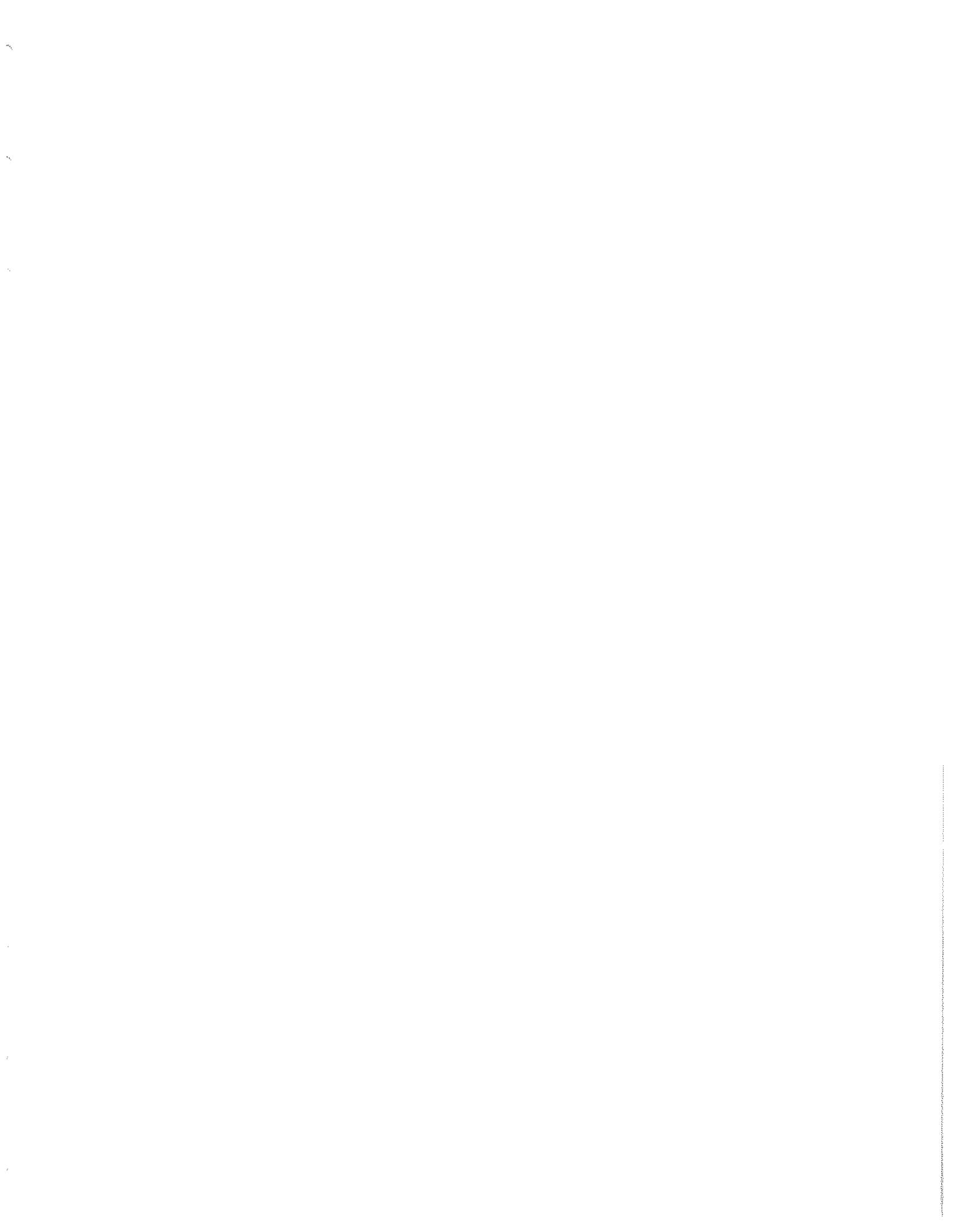
EXHIBIT A

Terms of Bonds

The Series 2005 A Bonds shall be dated the Closing Date, shall mature on October 1, 2010, shall bear interest and shall be repayable as follows:

A. The Series 2005 A Bonds shall bear interest on the outstanding principal amount thereof from the date of each advance to and including the maturity or early prepayment thereof at the rate of 6.82% per annum.

B. Principal of and interest on the Series 2005 A Bonds are payable by check or draft to the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of the Registrar. On October 1, 2005, the Issuer shall pay an interest only payment in an amount equal to the accrued interest from the Closing Date up to and including to October 1, 2005. Thereafter, on the 1st day of each month thereafter for a period of 59 months commencing November 1, 2005, and continuing to and including September 1, 2010, the monthly installments shall consist of principal and interest in the amount of \$2,994.76, based upon an amortization period of 120 months. The Issuer shall make a final payment on October 1, 2010 in an amount equal to the then outstanding principal balance plus accrued interest thereon, unless the Purchaser shall agree, in its sole discretion, to extend the maturity for an additional term in which case the Issuer shall, in accordance with Section 11.01 of the Bond Resolution, adopt a Supplemental Resolution approving the amended terms of the Series 2005 A Bonds, and shall execute such other documents as are necessary to issue such amended Series 2005 A Bonds.



LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement"), made and entered into as of the 28th day of June, 2005, by and between the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, a governmental instrumentality and body corporate of the State of West Virginia (the "Issuer"), and JPMorgan Chase Bank, NA, a national banking association (the "Lender"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the resolution duly adopted by the Issuer on May 19, 2005 (the "Resolution").

W I T N E S S E T H:

WHEREAS, Issuer has made application to the Lender for a \$260,000 term loan (the "Loan"), the proceeds of which shall be used to permanently finance the costs of additions and betterments to the public waterworks system of the Issuer, consisting of the construction and installation of water line extensions to water consumers on Upper Frame Road, including a 100,000-gallon water tank, a booster station and certain 8-inch, 6-inch and 2-inch water line to serve approximately 175 new customers, and 27 water line extensions to water consumers in various rural locations in Kanawha County, West Virginia, including the construction and installation of 8-inch, 6-inch and 2-inch water line, 25 fire hydrants and related service lines and meters to serve approximately 163 new customers, together with all appurtenant facilities (collectively, the "Project");

WHEREAS, Issuer's loan application has been approved by the Lender, upon terms and conditions agreed to by the Issuer and Lender;

WHEREAS, as collateral for the Loan the Issuer will grant the Lender a lien in the Surplus Revenues and Surcharges of the System, junior and subordinate to the lien on Revenues and Surcharges created in favor of the holders of the Prior Notes and Prior Bonds of the Issuer; and

WHEREAS, Issuer has represented to the Lender that all of the Loan proceeds shall be applied solely to permanently finance the costs of the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree to as follows:

1. Financing

(a) Subject to the terms and conditions hereof, the Lender hereby agrees to loan to Issuer the sum of \$260,000 for a term extending from the date hereof until October 1, 2010, unless otherwise extended by Lender in its sole discretion.

(b) The Loan shall be used for permanent financing of the costs of the Project.

(c) Beginning on the date hereof and continuing thereafter until the Loan is paid in full, the Loan shall bear interest at a rate per annum equal to 6.82%. Interest shall be computed on the basis of a year of 360 days and 12 months of 30 days each, payable for the actual number of days elapsed during any portion of a month.

(d) On October 1, 2005, the Issuer shall pay an interest only payment in an amount equal to the accrued interest from the date hereof up to and including October 1, 2005. Thereafter, on the first (1st) day of each month for a period of 59 months, commencing November 1, 2005, and continuing to and including September 1, 2010, the monthly installments shall consist of principal and interest in the amount of \$2,994.76, based upon an amortization of 120 months, with a final payment of the entire outstanding principal balance of the Loan, together with accrued interest due on October 1, 2010.

(e) If the Loan is paid in full more than six (6) months prior to the maturity date, the Issuer shall pay a prepayment premium equal to the prepaid principal multiplied by the premium percentage. The premium percentage shall be equal to one percent (1.0%) multiplied by the number of years plus one for any additional part of portion of a year between the date of the prepayment and the maturity date; provided that the premium percentage shall not exceed five percent (5.0%) of the prepaid principal.

(f) For purposes of this Agreement and all documents referred to herein, the term "Closing" shall mean the date on which this Agreement and all other documents which are required to be executed and delivered by the Issuer and Lender pursuant to the terms of Section 3 hereof are executed by such parties.

(g) The Loan shall be evidenced by the Waterworks Revenue Bonds, Series 2005 A (Taxable) (the "Bonds") of the Issuer, dated as of June 28, 2005, and issued in the original aggregate principal amount of \$260,000, which shall be executed and delivered to the Lender at the Closing.

(h) The Loan will be closed and disbursed only upon the satisfaction of all of the terms and conditions set forth in Section 3 hereof as determined by the Lender in its sole discretion.

2. Security

The Issuer shall provide the following security for the Loan:

(a) Issuer shall grant to the Lender a lien on the Surplus Revenues and Surcharges of the System, which lien shall be junior and subordinate to the lien on Revenues and Surcharges created in favor of the holders of the Prior Notes and Prior Bonds of the Issuer, pursuant to a Security Agreement of even date herewith (the "Security Agreement"); and

(b) Issuer shall deliver to the Lender a UCC-1 financing statement that, upon filing in the appropriate office, will perfect the security interest granted by the Issuer to the Lender in the Security Agreement (the "Financing Statement").

3. Conditions Precedent to Financing

The obligation of the Lender to disburse the Loan is subject to the following conditions precedent:

(a) Issuer shall have delivered to the Lender (i) a certified copy of the Order of the County Commission of Kanawha County, West Virginia creating Issuer; (ii) a copy of the minutes of the Issuer's organizational meeting for calendar year 2005; (iii) a copy of the minutes of the meetings of the Issuer appointing the current members of the Board of the Issuer and the oaths of office of each member of the Board of the Issuer; and (iv) a copy of the Issuer's Bylaws.

(b) Issuer shall have delivered to the Lender the Resolution approving the execution, delivery and performance of this Agreement and all transactions and documentation contemplated herein, duly adopted by the Issuer, together with a certificate of the Secretary of Issuer stating that such Resolution is true and correct as of the date hereof.

(c) Issuer shall have executed and delivered this Agreement, the Bonds, the Security Agreement, the Financing Statement and all other documents required to be executed and delivered by the Issuer pursuant to the terms hereof (collectively, the "Bond Documents"), and the Financing Statement shall have been filed or recorded in the

appropriate office or offices in order to create the liens in favor of the Lender necessary to secure the Loan.

(d) Issuer shall have delivered to the Lender an opinion of Issuer's counsel which addresses such matters as may be requested by the Lender with respect to the Loan, including, but not limited to, an opinion that each of the Bond Documents has been duly authorized and constitutes a valid, enforceable and legally binding obligation of Issuer, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other statutes in effect from time to time affecting the rights of creditors generally and except to the extent that the enforceability thereof may be limited by the application of general principles of equity.

(e) Issuer shall have delivered, or caused to be delivered, to the Lender certificates of insurance which evidence that the insurance policies required by the Resolution, this Agreement and any of the other Bond Documents have been obtained and are in full force and effect as of Closing, in each case in a form acceptable to the Lender.

(f) Issuer shall be responsible to pay at Closing all costs and fees associated with the Loan including, but not limited to, all reasonable attorneys' fees of counsel to Lender and all recording and filing fees incurred in connection with the Loan. In the event the Loan does not close for any reason, the Issuer shall pay all costs and fees associated with the Loan including, but not limited to, reasonable attorneys' fees of counsel to Lender, upon demand by Lender.

4. Representations and Warranties

Issuer hereby represents and warrants to the Lender as follows:

(a) Issuer is a duly organized and validly existing public corporation in good standing under the laws of the State of West Virginia and has all requisite corporate power and authority to own its assets and carry on its business as currently conducted and as proposed to be conducted.

(b) The execution, delivery and performance of this Agreement, the Bond Documents and all other documents and writings referred to herein are all within Issuer's powers, have been duly authorized by Issuer and are not in contravention of applicable law, or Bylaws or any other organizational documents, or of any indenture, agreement or undertaking to which Issuer is a party or by which it or any of its properties is bound.

(c) Each Bond Document to which Issuer is a party has been duly and validly executed and delivered by Issuer and constitutes a legal, valid and binding obligation of Issuer, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights.

(d) No information disclosed by Issuer in connection with the Loan contains any untrue statement of fact or omits to state any fact necessary in order to have made the statement therein not misleading.

(e) Neither the execution and delivery of this Agreement or any of the other Bond Documents, nor consummation of the transactions contemplated hereby and thereby, nor compliance with the terms, conditions and provisions thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of Issuer's Bylaws or any other organizational document, or of any applicable law, regulation, order, writ, injunction or decree of any court, governmental instrumentality or agency or any agreement or instrument to which Issuer is a party or by which it or any of its properties is subject or bound, or result in the creation or imposition of any lien, charge, security interest or encumbrance of any nature whatsoever upon the Project or any of its other property, other than liens previously disclosed to Lender.

(g) Except as disclosed to Lender in writing, no action, litigation, suit, arbitration, mediation, claim, mechanics' lien, or any other proceeding, including those for unpaid indebtedness, is pending, filed or threatened against Issuer or the Project and no other event has occurred which may materially and adversely affect Issuer's financial condition or the Project. Moreover, no material fact exists that has not been disclosed to the Lender which would have a material adverse effect on the Project.

(h) Issuer has acquired and maintained in good standing all permits, licenses, consents and approvals required under federal, state or local statutes, ordinances, rules and regulations for the construction of the Project.

(i) Issuer has paid all taxes and assessments applicable to the Issuer or to its properties including, without limitation, any taxes and assessment applicable the Project.

(j) No Event of Default (as defined in Section 7 hereof) has occurred and is continuing or exists, and there exists no condition, event, act or omission which, with the giving of notice or passage of time or both, would constitute an Event of Default.

(k) The lien conveyed by the Security Agreement constitutes, and shall constitute during the term of the Loan, a lien on the collateral described therein which is junior and subordinate to the lien on such collateral created in favor of the holders of the Prior Notes and Prior Bonds.

(l) To the best of Issuer's knowledge, after due investigation, the Project is in compliance with all applicable federal, state or local statutes, rules, regulations, orders or ordinances now existing or hereafter enacted, including any such statutes, rules, regulations, orders or ordinances relating to any hazardous or toxic waste, materials or substances, petroleum and petroleum products, and asbestos, and the Issuer has not received any citations, warning notices, notices of violation, administrative complaints, judicial complaints or other notices from any environmental or governmental agency alleging that conditions on the Project are in violation of any environmental laws. This representation shall survive termination of this Agreement without limitation.

5. Affirmative Covenants

So long as this Agreement is in effect and any part of the Loan is outstanding, Issuer shall:

(a) Promptly inform the Leader in writing of: (i) any Event of Default, together with a written statement of the action being taken by Issuer to remedy the same; (ii) all material adverse changes with regard to the Project, and (iii) all litigation, arbitration, mediation, proceedings and claims, either pending or threatened, relating to the Issuer or to the Project, including, without limitation, any filed or unfiled mechanics' lien on the Project or any violation of environmental laws.

(b) To the extent available, within five (5) days after the request therefor, furnish to the Lender such information or financial records pertaining to the Loan, any collateral for the Loan or the Project as the Lender may reasonably request from time to time.

(c) Obtain and keep in full force and effect, or cause to be obtained and kept in full force and effect, comprehensive general liability insurance with a combined single limit per occurrence for bodily injury and property damage in amounts acceptable to Lender in its sole discretion, with a company or companies and on terms acceptable to Lender, naming the Lender as an additional insured.

(d) Cause certificates evidencing the existence and amounts of the liability insurance required under this Section 5 to be delivered to the Lender. No such

insurance policy shall be cancelable or subject to reduction in coverage except after 30 days prior written notice to the Lender. Issuer shall, within a reasonable time after the expiration of such insurance policies, furnish the Lender with certificates of insurance evidencing the renewal thereof.

(e) Perform and comply with all terms, conditions and provisions set forth in this Agreement and in all other Bond Documents mentioned herein in a timely manner.

(f) Issuer will take all necessary steps to preserve itself as a public corporation, and will comply with all applicable laws, ordinances, orders, rules or regulations of any Governmental Authority (as hereinafter defined), applicable to Issuer or its properties or operations, and all laws, ordinances, orders, rules and regulations with regard to zoning, subdivision, building, safety, fire protection and environmental matters, including, without limitation, all Environmental Laws. As used herein, Governmental Authority ("Governmental Authority") means the United States, the State of West Virginia and any political subdivision and municipality thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

(g) Not less than five (5) days after receipt of written notice from Lender, permit the Lender or its designees at any reasonable time to examine and audit Issuer's books, accounts and records, and make copies and memoranda of its books, accounts, and records. If Issuer now or at any time hereafter maintains any records (including, without limitation, computer generated records and computer programs for the generation of such records) in the possession of a third party, then Issuer shall, upon request of the Lender, notify such party to permit Lender free access to such records during normal business hours, and to provide Lender with copies of any records it may request, all at Issuer's expense.

(h) Permit the Lender and its designees the right, but the Lender shall be under no obligation, to inspect the Project.

(i) Make, execute and deliver to the Lender such promissory notes, deeds of trust, assignments of rentals, security agreements, instruments, documents and other agreements as the Lender or its attorneys may reasonably request to evidence and secure the payment of the indebtedness and to create and perfect all liens described herein. Moreover, at the request of the Lender, Issuer will promptly and duly execute and deliver such additional documents and assurances and take such additional actions as may be necessary or desirable in order to correct any defect, error or omission which may at any time be

discovered with respect to the Loan or to more effectively carry out the interest and purpose of this Agreement.

(m) Agree to acquire and maintain in good standing all permits, licenses, consents and approvals required under federal, state or local statutes, ordinances, rules and regulations for the Project.

(n) Issuer will notify Lender within ten (10) days of any change in the principal address of the Issuer.

(o) Issuer will maintain the Project in good repair and safe condition at all times and indemnify and defend and hold the Lender harmless from any and all claims relating to the Project.

(p) Issuer will promptly pay when due all taxes and assessments upon any of Issuer's properties including, without limitation, the Project, and all other taxes which may give rise to any lien or claim upon the Project or any of the collateral for the loan.

(q) If Issuer neglects or refuses to pay the cost, premium, liabilities or other charges with respect to, or otherwise fails to perform, its covenants hereunder, the Lender may do so, add the cost thereof to the indebtedness evidenced hereby and by the Bonds, and collect the same from Issuer on demand with interest thereon at the same rate of interest set forth in the Bonds.

6. Negative Covenants

In addition to the covenants set forth in the Resolution, the Issuer covenants and agrees that while any part of the Loan is outstanding, Issuer shall not:

(a) Except as created in connection with the Issuer's Prior Notes and Prior Bonds, permit to be created or suffer to exist any liens or encumbrances upon the Project or any of the collateral for the Loan, or issue any additional bonds prior to or on a parity with the Bonds, without the prior written consent of the Lender.

(b) Sell, assign, convey, exchange, lease, transfer, pledge, mortgage, encumber or otherwise dispose of the Project or any of the collateral for the Loan without the prior written consent of the Lender, except as otherwise provided in the Resolution.

(c) Furnish the Lender any certificate or other document containing any untrue statement of material fact or omitting a material fact necessary to make it not misleading in light of the circumstances under which it was furnished.

7. Events of Default

The Loan shall, at the Lender's option, become immediately due and payable without notice or demand upon the occurrence of any one or more of the following (herein, an "Event of Default"):

(a) Issuer shall fail to pay as and when due any installment of principal or interest due on the Bonds or any portion thereof and such failure shall continue for a period of 10 days thereafter; or

(b) Issuer shall fail to pay as and when due any installment of principal or interest due on, or shall otherwise be in default under, any indebtedness or other obligation owed to any creditor of Issuer other than the Lender; or

(c) Any representation or warranty made to the Lender herein or otherwise in connection with or to induce the making of the Loan shall prove, in any material respect, to have been false, incorrect or incomplete on the date when made; or

(d) Issuer shall default in the performance of any agreement, obligation, covenant or condition contained in this Agreement or in any of the other Bond Documents (other than the default contemplated in Section 7(a) hereof), and such default shall not have been remedied within 30 days after written notice thereof is given to Issuer; or

(e) Issuer shall (i) be dissolved or terminated, (ii) admit in writing its insolvency or its inability to discharge its obligations as they become due, (iii) adopt any resolution or take any other step in contemplation of bankruptcy, insolvency, receivership, liquidation, suspension or cessation of its business or the winding up of its affairs or in contemplation of any proceeding under any law for reorganization, debt adjustment, arrangement, composition, extension or debtor relief, or (iv) make any assignment for the benefit of creditors or commit any act of bankruptcy; or

(f) There shall be filed or brought against Issuer and either (i) adjudicated adversely to it, or consented to or acquiesced in by it in any manner, or (ii) not dismissed within 30 days, any petition in bankruptcy or any insolvency, receivership, trusteeship, reorganization, debt adjustment, arrangement, composition, extension, debtor

relief, dissolution, liquidation, winding up or any similar proceeding, or any proceeding in which its or his ability to discharge its or his obligations as they become due is in issue; or

(g) Commencement of foreclosure against the Project, whether by judicial proceeding, self-help, re-possession or any other method, by any creditor of Issuer other than the Lender.

If a payment due hereunder is ten (10) days or more late, the Issuer will be charged a late charge of 5.00% of the payment due or \$25.00, whichever is greater, up to the maximum amount of \$250.00 per late charge. The Issuer will pay to Lender a fee of \$25.00 if Borrower makes a payment on the Loan and the check or pre-authorized charge with the Lender is later dishonored.

If an Event of Default shall have occurred and be continuing hereunder or under any of the Bond Documents, the applicable interest rate for the Loan, as set forth in Section 1(c) hereof, shall, commencing three (3) days after written notice of a default has been received by Issuer from Lender and ending upon the curing of such noticed default, increase by 3.00% percent (the "Default Rate"); provided, however, that such Default Rate shall not exceed the maximum interest rate allowed by law. Upon the curing of any noticed default, the interest rate on the Loan shall revert to the interest rate set forth in Section 1(c) hereof as of the date the default is cured by Issuer.

8. Remedies

Upon the occurrence of any Event of Default, then, automatically, at the option of the Lender, all of the outstanding balance of the Loan shall, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, be forthwith due and payable, and the Lender may, immediately upon the expiration of any period of grace provided for herein or in the Bond Documents, enforce payment of the Bonds and any other obligation herein or in any other Loan Document or otherwise pertaining to the Loan and exercise any and all other remedies granted to it herein, in the Bond Documents or at law or otherwise. The rights and remedies hereunder of the Lender are cumulative and not exclusive of any rights or remedies which it would otherwise have.

9. Miscellaneous Provisions

The parties agree to the following miscellaneous provisions:

(a) This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by the party or parties sought to be charged or bound by such alteration or amendment.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

(c) ISSUER HEREBY IRREVOCABLY (I) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN ANY FEDERAL OR STATE COURT LOCATED OR SITTING IN KANAWHA COUNTY, WEST VIRGINIA, AND CONSENTS TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (II) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. ISSUER HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING OF COPIES OF SUCH PROCESS TO ISSUER AT ITS ADDRESS PROVIDED HEREIN PURSUANT HERETO. ISSUER AGREES THAT THE FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. ALL MAILINGS HEREUNDER SHALL BE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(d) ISSUER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS ISSUER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS, EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED BY ANY OF SUCH DOCUMENTS. ISSUER

ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

(e) Issuer agrees to pay upon demand, all reasonable and necessary costs and expenses incurred by the Lender in connection with the preparation and enforcement of this Agreement, all other Bond Documents and any amendments to such documents which may be made from time to time after the date hereof, including, but not limited to, reasonable attorneys' fees and expenses. This includes the reasonable attorneys' fees and legal expenses of the Lender, whether or not there is any lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Issuer, or an assigned third party, also will pay any court costs, in addition to all other sums provided by law.

(f) All notices to be given under this Agreement shall be in writing and shall be deemed sufficiently given when mailed by certified mail, return receipt requested, to the following addresses:

REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN
REGION

Kanawha County Courthouse
409 Virginia Street East
Charleston, WV 25301
Attention: President
Telephone: (304) 357-0570

JPMORGAN CHASE BANK, NA
707 Virginia Street East
Post Office Box 1113
Charleston, WV 25324-1113
Attention: Commercial Loan Department
Telephone: (304) 348-5630
Facsimile: (304) 348-6903

All notice periods under this Agreement shall commence on and include the date upon which such notice was sent to the addressee. Any change in the address for notice to a party shall be given in the same manner provided in this Section 9(f).

(g) If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person, entity or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons, entities or circumstances. If feasible, any such offending provision shall be deemed to be modified in order to comply with the limits of enforceability or validity; provided, however, that if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(h) All warranties, representations, covenants and indemnities made by Issuer in this Agreement or in any certificate or other instrument delivered by Issuer to the Lender in connection herewith shall be considered to have been relied upon by the Lender and will survive the making of the Loan and shall continue in full force and effect so long as the Bonds is outstanding and until payment in full of all of Issuer's obligations hereunder and under the Bond Documents. The warranties, covenants and indemnities set forth in this Agreement may be assigned or otherwise transferred by the Lender to its successors and assigns and to any subsequent purchasers of all or any portion of any collateral securing the Loan by, through or under the Lender, without notice to or the consent of Issuer.

(i) The Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the Lender. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of that right or any other right. A waiver by the Lender of a provision of this Agreement shall not prejudice or constitute a waiver of its right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the Lender, nor any course of dealing between Lender and Issuer shall constitute a waiver of any rights of the Lender or of any obligations of Issuer. Whenever the consent of the Lender is required under this Agreement, the granting of such consent by the Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the Lender.

(j) This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns; provided, however, that Issuer may not sell, assign, convey or otherwise transfer any rights or obligations hereunder without the prior written consent of the Lender.

(k) This Agreement shall continue in full force and effect so long as any part of the Loan remains outstanding or has not been fully and finally paid, performed or satisfied.

(l) The Lender may sell, transfer or otherwise assign all of its right, title and interest in and to this Agreement and the Bond Documents without the consent of Issuer, but shall notify Issuer in writing of any such sale, transfer or assignment within 30 days after the occurrence thereof.

(m) No inference shall be drawn in favor of or against any party because of their participation in the drafting of this Agreement or any of the other documents relating to the Loan.

(n) Nothing in this Agreement, whether express or implied, shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

(o) Unless otherwise specified herein, all year-end financial statements and reports furnished to the Lender hereunder or under any other Loan Document shall be prepared in accordance with generally accepted accounting principles and practices consistently applied.

(p) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered by the parties, constituting an original, but all such counterparts together, constituting one and the same instrument.

(q) The Resolution is incorporated herein by reference and the terms, conditions and covenants thereof are hereby made a part of this Agreement to the same extent and with the same effect as if they were fully set forth herein. This Agreement is intended to supplement the Resolution and does not and is not intended to supercede the Resolution. To the extend that any provision of this Agreement conflicts with any provision of the Resolution, the provisions of the Resolution shall govern.

[Remainder of Page Intentionally Left Blank]

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

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION

By: DB Bradshaw

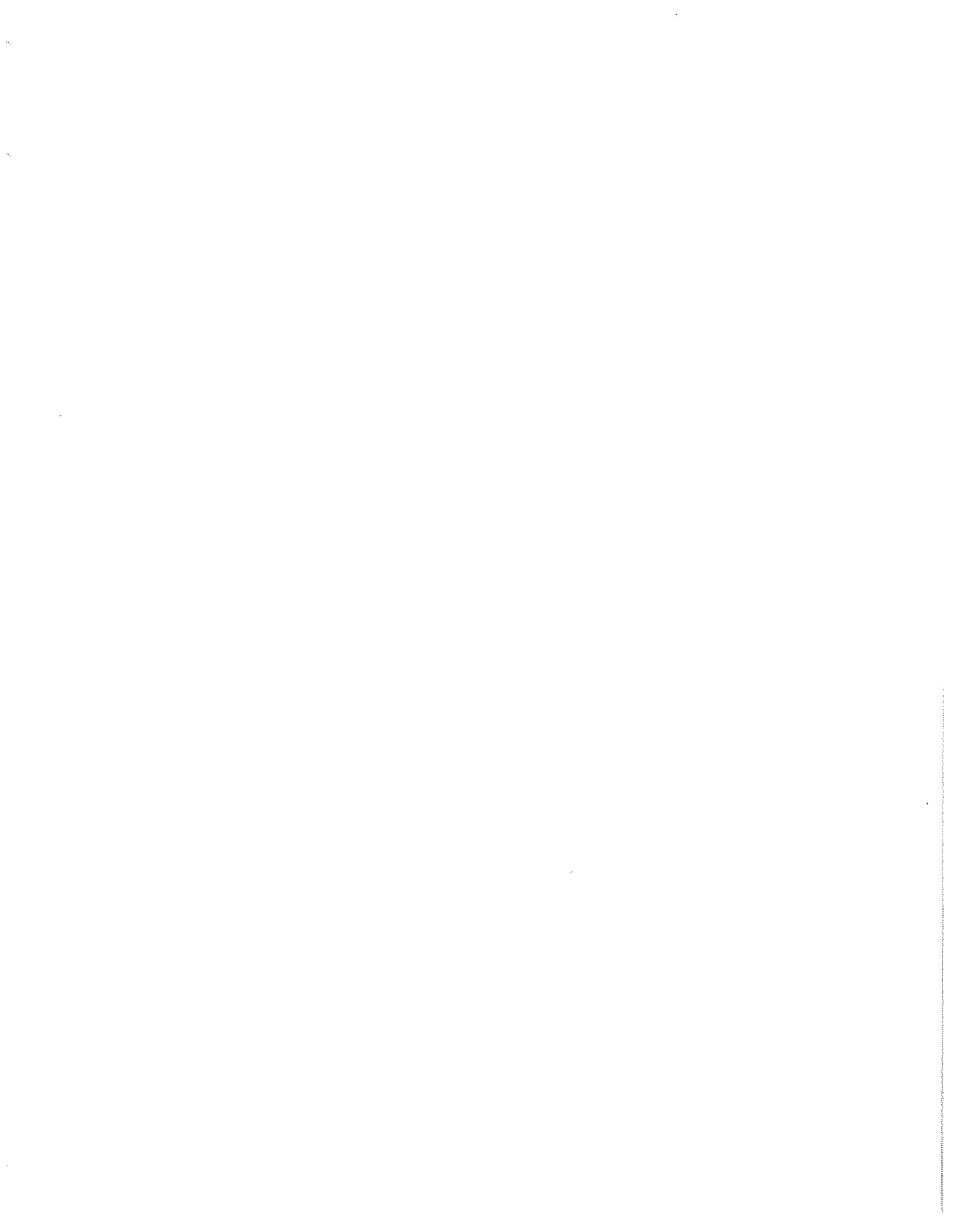
Its: President

JPMORGAN CHASE BANK, NA

By: [Signature]

Its: Senior Vice President

06/28/05
919120.00267



SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement"), dated as of June 28, 2005, is entered into by and between the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION, a West Virginia public corporation (the "Debtor") and JPMORGAN CHASE BANK, NA, a national banking association (the "Bank").

WITNESSETH THAT:

WHEREAS, the Debtor is (or will be with respect to after-acquired property) the legal and beneficial owner and the holder of the Collateral (as defined in Section 1 hereof); and

WHEREAS, pursuant to that certain Loan Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Loan Agreement") of even date herewith by and between the Debtor and the Bank, the Bank has agreed to make a loan to the Debtor to permanently finance the costs of additions and betterments to the public waterworks system of the Issuer, consisting of the construction and installation of water line extensions to water consumers on Upper Frame Road, including a 100,000-gallon water tank, a booster station and certain 8-inch, 6-inch and 2-inch water line to serve approximately 175 new customers, and 27 water line extensions to water consumers in various rural locations in Kanawha County, West Virginia, including the construction and installation of 8-inch, 6-inch and 2-inch water line, 25 fire hydrants and related service lines and meters to serve approximately 163 new customers, together with all appurtenant facilities (collectively, the "Project"); and

WHEREAS, the obligation of the Bank to make the loan under the Loan Agreement is subject to the condition, among others, that the Debtor secure its obligations to the Bank under the Loan Agreement, the other Loan Documents and otherwise as more fully described herein in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Terms which are defined in the resolution of the Debtor adopted May 19, 2005, authorizing the Loan Agreement and the transactions contemplated therein (the "Resolution") and not otherwise defined herein are used herein as defined therein. The

following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

(a) "Code" means the Uniform Commercial Code as in effect in the State of West Virginia on the date hereof and as amended from time to time except to the extent that the conflict of law rules of such Uniform Commercial Code shall apply the Uniform Commercial Code as in effect from time to time in any other state to specific property or other matters.

(b) "Collateral" means the Surplus Revenues and Surcharges of the System.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising indebtedness and obligations of the Debtor to the Bank under the Loan Agreement or any of the other Bond Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Debtor to the Bank now existing or hereafter incurred under the Loan Agreement or the Bonds or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Debtor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); and (ii) any sums advanced by the Bank or which may otherwise become due pursuant to the provisions of the Loan Agreement, the Bonds, this Agreement, or any other Bond Documents or pursuant to any other document or instrument at any time delivered to the Bank in connection therewith, including commitment, letter of credit, bank or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

(d) "Person" shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof, or any other entity.

2. As security for the due and punctual payment and performance of the Debt in full, the Debtor hereby agrees that the Bank shall have, and the Debtor hereby grants to

and creates in favor of the Bank a continuing lien on and security interest under the Code in and to the Collateral. Without limiting the generality of Section 4 below, the Debtor further agrees that with respect to each item of Collateral, if any, as to which (i) the creation of a valid and enforceable security interest is not governed exclusively by the Code or (ii) the perfection of a valid and enforceable security interest therein under the Code cannot be accomplished either by the Bank taking possession thereof or by the filing in appropriate locations of appropriate Code financing statements executed by the Debtor, the Debtor will at its expense execute and deliver to the Bank and hereby does authorize the Bank to execute and file such documents, agreements, notices, assignments and instruments and take such further actions as may be requested by the Bank from time to time for the purpose of creating a valid and perfected lien on such item enforceable against the Debtor and all third parties to secure the Debt.

3. The Debtor represents and warrants to the Bank that (a) the Debtor has good and marketable title to its Collateral, (b) except for the security interests granted to and created in favor of the holders of the Prior Bonds and the Prior Notes and the security interest granted to and created in favor of the Bank hereby, the Collateral is free and clear of any liens or encumbrances, (c) the Debtor will defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein, (d) the exact legal name of the Debtor is as set forth on the signature page hereto, and (e) the state of incorporation, formation or organization, as applicable, of the Debtor is as set forth on Schedule A attached hereto.

4. The Debtor will faithfully preserve and protect the Bank's security interest in the Collateral as a prior perfected security interest under the Code, superior and prior to the rights of all third Persons (except the holders of the Prior Notes and Prior Bonds), and will do all such other acts and things and will, upon request therefor by the Bank, execute, deliver, file and record, and the Debtor hereby authorizes the Bank to so file, all such other documents and instruments, including, without limitation, financing statements, security agreements, assignments and documents and powers of attorney with respect to the Collateral, and pay all filing fees and taxes related thereto, as the Bank in its reasonable discretion may deem necessary or advisable from time to time in order to attach, continue, preserve, perfect, and protect said security interest (including the filing at any time or times after the date hereof of financing statements under, and in the locations advisable pursuant to, the Code); and, the Debtor hereby irrevocably appoints the Bank, its officers, employees and banks, or any of them, as its attorney-in-fact for the Debtor to execute, deliver, file and record such items for the Debtor and in the Debtor's name, place and stead. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Debtor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Debtor; (ii) the Bank herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of the Debtor; and (iii) the Bank herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Bank. The

Bank hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Bank.

5. The Debtor covenants and agrees that:

(a) it will defend the Bank's right, title and lien on and security interest in and to the Collateral and the proceeds thereof against the claims and demands of all Persons whomsoever, other than any Person claiming a right in the Collateral pursuant to an agreement between such Person and the Bank;

(b) it will not suffer or permit to exist on any Collateral any lien other than liens which have been disclosed to the Bank prior to the date hereof;

(c) it will not take or omit to take any action, the taking or the omission of which might result in a material alteration (except as may be permitted by the Loan Agreement) or impairment of the Collateral or of the Bank's rights under this Agreement;

(d) it will not sell, assign, convey, transfer or otherwise dispose of any portion of the Collateral without the prior written consent of Bank;

(e) it will (i) maintain its chief executive office and keep the Collateral and all records pertaining thereto at the location specified on Schedule A hereto, unless it shall have given the Bank prior notice and taken any action reasonably requested by the Bank to maintain its security interest therein, (ii) if applicable, execute control agreements and cause other Persons to execute acknowledgments in form and substance satisfactory to the Bank evidencing the Bank's control with respect to all Collateral the control or acknowledgment of which perfects the Bank's security interest therein, and (iii) keep materially accurate and complete books and records concerning the Collateral and such other books and records as the Bank may from time to time reasonably require;

(f) it will promptly furnish to the Bank such information and documents relating to the Collateral as the Bank may reasonably request, all of the foregoing to be certified upon request of the Bank by an authorized officer of the Debtor;

(g) the Debtor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Bank;

(h) the Debtor will not change its name without providing thirty (30) days prior written notice to the Bank;

(i) the Debtor shall preserve its corporate existence and shall not (a) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Debtor, or (b) sell all or substantially all or its assets;

(j) the Debtor hereby authorizes the Bank to, at any time and from time to time, file in any one or more jurisdictions financing statements that describe the Collateral, together with continuation statements thereof and amendments thereto, without the signature of the Debtor and which contain any information required by the Code or any other applicable statute applicable to such jurisdiction for the sufficiency or filing office acceptance of any financing statements, continuation statements, or amendments. The Debtor agrees to furnish any such information to the Bank promptly upon request; and

(k) the Debtor shall at any time and from time to time take such steps as the Bank may reasonably request as are necessary for the Bank to insure the continued perfection of the Bank's security interest in the Collateral with the same priority required hereby and the preservation of its rights therein.

6. The Debtor assumes full responsibility for taking any and all necessary steps to preserve the Bank's rights with respect to the Collateral against all Persons. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Bank takes such action for that purpose as the Debtor shall request in writing, provided that such requested action will not, in the judgment of the Bank, impair the security interest in the Collateral created hereby or the Bank's rights in, or the value of, the Collateral, and provided further that such written request is received by the Bank in sufficient time to permit the Bank to take the requested action.

7. (a) At any time and from time to time whether or not an Event of Default then exists and without prior notice to or consent of the Debtor, the Bank may at its option take such actions as the Bank deems appropriate (i) to attach, perfect, continue, preserve and protect the Bank's security interest in or lien on the Collateral, and/or (ii) to inspect, audit and verify the Collateral, including reviewing all of the Debtor's books and records and copying and making excerpts therefrom, provided that prior to an Event of Default, the same is done with advance notice during normal business hours to the extent access to the Debtor's premises is required, and (iii) to add all liabilities, obligations, costs and expenses reasonably incurred in connection with the foregoing clauses (i) and (ii) to the Debt, to be paid by the Debtor to the Bank upon demand; and

(b) At any time and from time to time after an Event of Default exists and is continuing and without prior notice to or consent of the Debtor, the Bank may at its option take such action as the Bank deems appropriate (i) to maintain, repair, protect and insure the Collateral, and/or (ii) to perform, keep, observe and render true and correct any and all covenants, agreements, representations and warranties of the Debtor hereunder, and (iii) to add all liabilities, obligations, costs and expenses reasonably incurred in connection with the foregoing clauses (i) and (ii) to the Debt, to be paid by the Debtor to the Bank upon demand.

8. After there exists any Event of Default under the Loan Agreement:

(a) The Bank shall have and may exercise all the rights and remedies available to a Bank under the Code in effect at the time, and such other rights and remedies as may be provided by law and as set forth below, and Debtor hereby appoints the Bank, its officers, employees and agents, as its attorney in fact with all necessary power and authority to, if applicable, (i) take possession immediately, with or without notice, demand, or legal process, of any of or all of the Collateral wherever found, and for such purposes, enter upon any premises upon which the Collateral may be found and remove the Collateral therefrom, (ii) require the Debtor to assemble the Collateral and deliver it to the Bank or to any place designated by the Bank at the Debtor's expense, (iii) receive, open and dispose of all mail addressed to the Debtor and notify postal authorities to change the address for delivery thereof to such address as the Bank may designate, (iv) do all acts and things necessary, in the Bank's sole discretion, to fulfill the Debtor's obligations to the Bank under the Loan Agreement, Bond Documents or otherwise, (v) access and use the information recorded on or contained in any data processing equipment or computer hardware or software relating to Collateral or proceeds thereof to which the Debtor has access, (vi) demand, sue for, collect, compromise and give acquittances for any and all Collateral, (vii) prosecute, defend or compromise any action, claim or proceeding with respect to any of the Collateral, and (viii) take such other action as the Bank may deem appropriate. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. To the extent permitted by Law, the Debtor hereby waives all claims of damages due to or arising from or connected with any of the rights or remedies exercised by the Bank pursuant to this Agreement. The Debtor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit the Debtor; (ii) the Bank herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of the Debtor; and (iii) the Bank herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Bank. The Bank hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Bank.

(b) If applicable, the Bank shall have the right to lease, sell or otherwise dispose of all or any of the Collateral at public or private sale or sales for cash, credit or any combination thereof, with such notice as may be required by law (it being agreed by the Debtor that, in the absence of any contrary requirement of law, ten (10) days' prior notice of a public or private sale of Collateral shall be deemed reasonable notice), in lots or in bulk, for cash or on credit, all as the Bank, in its sole discretion, may deem advisable. Such sales may be adjourned from time to time with or without notice. The Bank shall have the right to conduct such sales on the Debtor's premises or elsewhere and shall have the right to use the Debtor's premises without charge for such sales for such time or times as the Bank may see fit. The Bank may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Debt.

(c) The Debtor, at its cost and expense (including the cost and expense of any of the following referenced consents, approvals etc.) will promptly execute and deliver or cause the execution and delivery of all applications, certificates, instruments, registration statements, and all other documents and papers the Bank may request in connection with the obtaining of any consent, approval, registration, qualification, permit, license, accreditation, or authorization of any other official body or other Person necessary or appropriate for the effective exercise of any rights hereunder or under the other Bond Documents. Without limiting the generality of the foregoing, the Debtor agrees that in the event the Bank shall exercise its rights hereunder or pursuant to the other Bond Documents, to sell, transfer, or otherwise dispose of, or vote, consent, operate, or take any other action in connection with any of the Collateral, the Debtor shall execute and deliver (or cause to be executed and delivered) all applications, certificates, assignments and other documents that the Bank requests to facilitate such actions and shall otherwise promptly, fully, and diligently cooperate with the Bank and any other Person in making any application for the prior consent or approval of any official body or any other Person to the exercise by the Bank or any such rights relating to all or any of the Collateral. Furthermore, because the Debtor agrees that the remedies at law of the Bank for failure of the Debtor to comply with this Subsection (c) would be inadequate, and that any such failure would not be adequately compensable in damages, the Debtor agrees that this Subsection (c) may be specifically enforced.

9. The lien on and security interest in the Debtor's Collateral granted to and created in favor of the Bank by this Agreement shall be for the benefit of the Bank and its affiliates. Each of the rights, privileges, and remedies provided to the Bank hereunder or otherwise by law with respect to the Debtor's Collateral shall be exercised by the Bank only for its own benefit, and any of the Debtor's Collateral or proceeds thereof held or realized upon at any time by the Bank shall be applied in accordance with the Code or other applicable law. The Debtor shall remain liable to the Bank and its affiliates for and shall pay to the Bank and its affiliates any deficiency which may remain after such sale or collection.

10. Upon indefeasible payment in full of the Debt and termination of the Loan Agreement, this Agreement shall terminate and be of no further force and effect. Until such time, however, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. No failure or delay on the part of the Bank in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof or of any other right, remedy, power or privilege of the Bank hereunder; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default. All waivers under this Agreement must be in writing. The rights and remedies of the Bank under this Agreement are cumulative and in addition to any rights or remedies which it may otherwise have, and

the Bank may enforce any one or more remedies hereunder successively or concurrently at its option.

12. All notices, statements, requests and demands given to or made upon either party hereto in accordance with the provisions of this Agreement shall be given or made as provided in Section 9 (f) of the Loan Agreement.

13. The Debtor agrees that as of the date hereof, all information contained on Schedule A attached hereto is accurate and complete and contains no omission or misrepresentation. The Debtor shall promptly notify the Bank of any changes in the information set forth thereon.

14. The Debtor acknowledges that the provisions hereof giving the Bank rights of access to books, records and information concerning the Collateral and the Debtor's operations and providing the Bank access to the Debtor's premises are intended to afford the Bank with immediate access to current information concerning the Debtor and its activities, including without limitation, the value, nature and location of the Collateral so that the Bank can, among other things, make an appropriate determination after the occurrence of an Event of Default, whether and when to exercise its other remedies hereunder and at law. The Debtor further acknowledges that should the Debtor at any time fail to promptly provide such information and access to the Bank, the Debtor acknowledges that the Bank would have no adequate remedy at law to promptly obtain the same. The Debtor agrees that the provisions hereof may be specifically enforced by the Bank and waives any claim or defense in any such action or proceeding that the Bank has an adequate remedy at law.

15. This Agreement shall be binding upon and inure to the benefit of the Bank and its successors and assigns, and the Debtor and its successors and assigns, except that the Debtor may not assign or transfer the Debtor's obligations hereunder or any interest herein.

16. This Agreement shall be deemed to be a contract under the laws of the State of West Virginia and for all purposes shall be governed by and construed in accordance with the laws of said State excluding its rules relating to conflicts of law.

17. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. The Debtor hereby irrevocably submits to the nonexclusive jurisdiction of any West Virginia State or Federal Court sitting in Kanawha County, West Virginia, in any action or proceeding arising out of or relating to this Agreement, and the Debtor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such West Virginia State or Federal court. The Debtor hereby waives to the fullest extent

it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. The Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law.

19. EXCEPT AS PROHIBITED BY LAW, THE DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER BOND DOCUMENTS OR TRANSACTIONS RELATING THERETO.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Debtor acknowledges and agrees that a telecopy transmission to the Bank of the signature pages hereof purporting to be signed on behalf of the Debtor shall constitute effective and binding execution and delivery hereof by the Debtor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth.

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION,
a West Virginia public corporation

By: W B Bradshaw

Title: President

JPMORGAN CHASE BANK, NA,
a national banking association

By: 

Title: Senior Vice President

**SCHEDULE A
TO
SECURITY AGREEMENT**

1. The chief executive office of the Debtor is located at:

409 Virginia Street East
Charleston, West Virginia 25301
Kanawha County

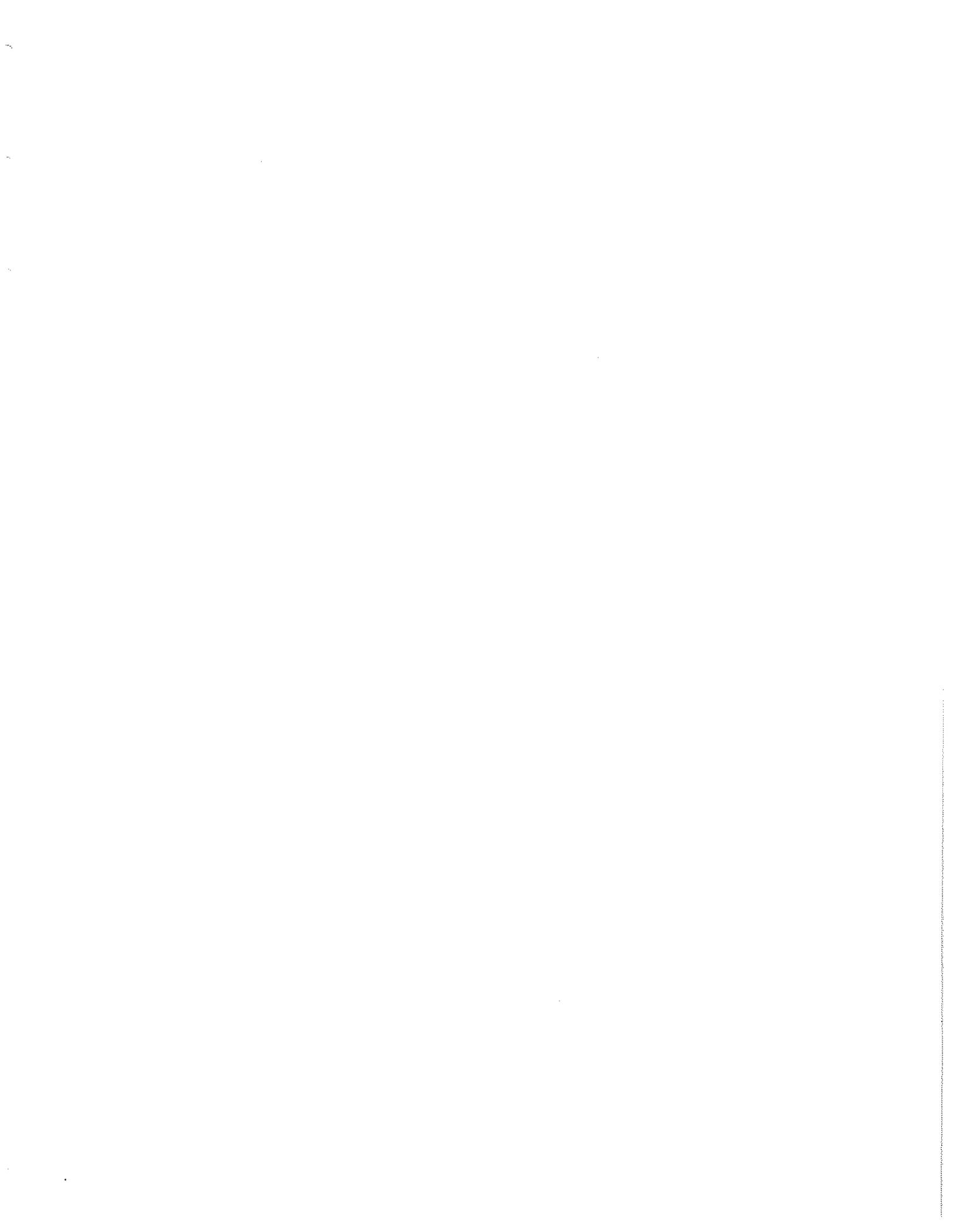
2. The Debtor's true and full name is as follows: Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region. The Debtor uses no trade names or fictitious names.

3. The Debtor's form of organization is as follows: Public Corporation

4. The Debtor's state of organization is as follows: West Virginia

5. All of the Debtor's personal property which has not been delivered to the Bank pursuant to the terms of this Agreement or the Loan Agreement is now, and will be at all future times, located at the Debtor's chief executive office as described in Paragraph 1 above, except as specified below:

6. The Debtor's books and records, including those relating to accounts payable and accounts receivable, are kept at the Debtor's chief executive office as described in Paragraph 1 above, except as specified below:



200500719840

Jun 28 2005 04:37PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT OF FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

John C. Stump, Esq.
 Steptoe & Johnson PLLC
 P. O. Box 1588
 Charleston, WV 25326-1588

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS				
409 Virginia Street, East		CITY	STATE	POSTAL CODE
		Charleston	WV	25301
				COUNTRY
				USA
1d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
			Public corporation	West Virginia
				1g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
				COUNTRY
				USA
2d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

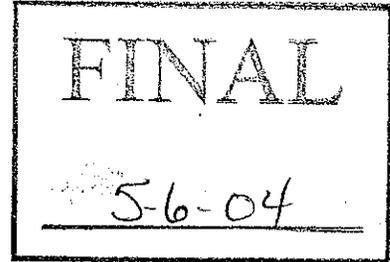
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
JPMorgan Chase Bank, NA				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS				
707 Virginia Street, East		CITY	STATE	POSTAL CODE
		Charleston	WV	25301
				COUNTRY
				USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in the revenues, receipts, income, monthly user fees and/or surcharges, and other monies derived from the public waterworks system of the Debtor located in Kanawha County, West Virginia, including, without limitation, all revenues paid to or on behalf of the Debtor by West Virginia American Water Company (the "Company") pursuant to the terms of a Master Operation and Maintenance Agreement by and between the Debtor and the Company, as amended from time to time, which are available after payment by the Debtor of operating expenses and payment of all other prior outstanding indebtedness of the Debtor.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> A.G. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) [ADDITIONAL FEE]		optional			
8. OPTIONAL FILER REFERENCE DATA	<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2		

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTONEntered: April 16, 2004

CASE NO. 04-0007-W-CN

WEST VIRGINIA-AMERICAN WATER COMPANY
and the REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA
METROPOLITAN REGION

Joint application for a certificate of convenience and necessity and for approval of an amendment to an operation and maintenance agreement.

RECOMMENDED DECISION

On January 2, 2004, the West Virginia-American Water Company (Water Company) and the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (RDA), filed an application for a certificate of convenience and necessity to the RDA authorizing it to construct water line extensions to serve approximately 175 new customers in Kanawha County; to approve the associated funding arrangements; to approve certain amendments to the existing operating and maintenance agreement between the Water Company and RDA; and to approve a minor change to RDA's tariff.

The RDA currently serves approximately 6,100 customers in Kanawha County, pursuant to certain certificates previously issued by the Commission. The project, at issue, consists of a water extension on the Upper Frame Road, which includes one 100,000-gallon water tank, a booster station and certain 8-inch, 6-inch and 2-inch water mains to serve approximately 175 new customers. The project is expected to cost \$2,552,500 and will be financed by a Housing and Urban Development Small Cities Block Grant of \$1,500,000; a Grant from the Kanawha County Commission in the amount of \$642,500; a Loan to RDA in the amount of \$130,000 secured from a local bank for a ten-year term at an approximate interest rate of 4.75%; and a contribution from the Water Company in the amount of \$280,000 based on the number of customers to be served by the project. The RDA's debt service obligations on the loan will be funded by a \$10 per month surcharge for ten years to be paid by the customers of the project.

On January 20, 2004, the Applicants filed an affidavit of publication indicating that they properly published notice of the filing in Kanawha County. No protests were made pursuant to the Notice of Filing.

On February 17, 2004, the Commission referred the matter requiring a decision on or before July 30, 2004.

On March 26, 2004, the Applicants filed the loan commitment from Bank One for a loan amount of \$134,000, with a fixed interest rate of the yield of 10-year Treasury issues plus a margin of 0.70%.

On April 8, 2004, Staff recommended expedited treatment to allow the Applicants to avail themselves of the existing construction season. Staff indicated that the project was 95% grant funded and that its cost per customer was low, given the grant funding. Staff indicated that the loan increased from \$130,000 to \$134,000 and will be provided by Bank One. Staff recommended that it be approved for a period of ten years at an interest rate not to exceed 5.25%. Staff anticipates that the interest rate will be lower given that it is tied to the yield on the ten-year Treasury note plus a certain margin. Staff recommended issuing the certificate contingent upon receipt of all permits and the receipt of certified drawings signed by an engineer. Staff recommended approval of the financing package and recommended that, when the \$134,000 loan is satisfied, the RDA cease applying the \$10 per month surcharge regardless of when that occurs. Staff recommended that, if the scope of the project or its financing change, RDA be required to seek Commission approval of any modification. Staff recommended approval of the Staff-recommended tariff and recommended approval of operation and maintenance agreement modifications to include the additional areas served by the project.

On April 15, 2004, the Applicants filed a response to the Staff Memorandum. The Applicants agreed to the various Staff recommendations, but clarified certain statements in the Technical Staff Memorandum.

FINDINGS OF FACT

1. On January 2, 2004, the Water Company and the RDA filed a joint application for a certificate of convenience and necessity to construct a project to serve approximately 175 new customers in the Upper Frame Road area of Kanawha County. (See Application).
2. The project is estimated to cost \$2,556,000. (See Application; Final Joint Staff Memorandum).
3. The project will be financed by a \$1,500,000 HUD Small Cities Block Grant; a \$642,500 Kanawha County Commission Grant; a \$134,000 loan through Bank One for ten years at an interest rate not to exceed 5.25%; and a contribution from the Water Company in the amount of \$280,000. (See Staff Memorandum; commitment letters filed January 2 and March 26, 2004).
4. The project consists of building a 100,000-gallon water storage tank; a booster station; and significant quantities of 8-inch, 6-inch and 2-inch water distribution mains. (See Application; Staff Memorandum).
5. The proposed project will not require a rate increase. (See Joint Staff Memorandum).

6. Staff recommended that the RDA cease assessing the \$10 surcharge to the Upper Frame Road customers after the \$134,000 loan is paid off. (See Final Joint Staff Memorandum).

7. The RDA serves approximately 6,100 customers in Kanawha County under a previously approved operation and maintenance agreement with the Water Company. (See Application; Final Joint Staff Memorandum).

8. Staff recommended issuing a certificate contingent upon the receipt of permits and certified drawings. Staff further recommended the approval of the a certain tariff. (See Final Joint Staff Recommendation).

9. Staff recommended that the proposed amendments to the operation and maintenance agreement to include the additional areas served by the Upper Frame Road be approved. (Id.).

10. The Applicants agreed to the Staff recommendations. (See filing of April 15, 2004).

CONCLUSION OF LAW

It is reasonable to adopt the Staff recommendations as the resolution of this proceeding.

ORDER

IT IS, THEREFORE, ORDERED that the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, be and hereby is, granted a certificate to construct the project described in its January 2, 2004 filing, contingent upon the receipt of all the permits and the receipt by the Commission of certified drawings.

IT IS FURTHER ORDERED that the project financing, consisting of a HUD Small Cities Block Grant in the amount of \$1,500,000; a Kanawha County Commission Grant in the amount of \$642,500; a Loan from Bank One in the amount of \$134,000 for a period of ten years at a rate not to exceed 5.25%; and the West Virginia-American Water Company contribution in the amount of \$280,000, is reasonable and hereby is approved.

IT IS FURTHER ORDERED that the Regional Development Authority of Charleston-Kanawha County is hereby ordered to cease applying the \$10 monthly surcharge to the customers in the project area once the \$134,000 loan is satisfied.

IT IS FURTHER ORDERED that the proposed amendments to the operating agreement between the Regional Development Authority of Charleston-Kanawha County and the West Virginia-American Water Company be, and hereby are approved.

IT IS FURTHER ORDERED that the Applicants seek Commission review and approval of any changes in the scope of the project or its financing.

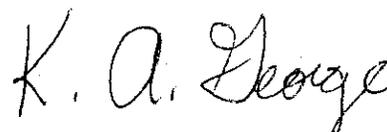
IT IS FURTHER ORDERED that the attached tariff, be, and hereby is, approved and that the Regional Development Authority of Charleston-Kanawha County file an original and five copies of a tariff incorporating the approved rates and terms within thirty days of the date that this becomes a final Commission Order.

The Executive Secretary is hereby ordered to serve a copy of this order upon the Commission 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 the exceptions.

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



Keith A. George
Administrative Law Judge

KAG:dfs
040007a.wpd

KANAWHA COUNTY REGIONAL DEVELOPMENT AUTHORITY
Case No. 04-0007-W-CN

Territories Served

Area A (No Surcharge)

Coopers Creek	Dawes
Davis Creek	Pond Gap
Ward	Hitop
Chelyan	Spangler
Rhonda	

Area B (Surcharge Applied)

Tad-Blount	Doctors Creek - Johnson
Coal Fork	Blue Creek - Coco/Victor
Big Bottom Hollow	Clearview Heights-Across Poca River
Leewood to Quarrier	Railroad Hollow-Allen Fork
Lens Creek-Six Mile	Buff Lick-Keffer Hollow-Big Sandy
Rene Mae Road	Legg Fork - Page
Dry Branch	Legg Fork - Profitt
Eden Fork	Legg Fork - Harper
Guthrie	Legg Fork - Moffatt
Elk Two-Mile	Legg Fork - Shaffer
Tolley Hollow-Sissonville	Martins Br.Road-Criner-Sissonville
Jordan Creek-White Hollow	Sandstone Drive-Kellys Creek
Frame Road-Patterson Drive	Spring Fork-Kellys Creek
Haines Branch-Sissonville	Shirkey Lane - Sissonville
Pete Hollow - Belle	Fishers Fork - Fisher Branch
Old Gold Mountain Road-	Wills Creek - Big Fork
Cross Lanes	Wills Creek - Sandridge
Elk Drive-Newhouse Drive	Wills Creek - Bias
Newhouse Drive	Upper Frame Road - Phase I
Doctors Creek-Dye/Elmore	

KANAWHA COUNTY REGIONAL DEVELOPMENT AUTHORITY
Case No. 04-0007-W-CN

APPROVED RATES

AREA A

APPLICABILITY

Applicable within the territories listed in Area A on Sheet 1.

AVAILABILITY

Available for general domestic, commercial and industrial service.

RATE

First	1,500 gallons used per month at the minimum charge	
Next	28,500 gallons used per month	\$6.8943 per 1,000 gallons
Next	870,000 gallons used per month	\$4.5015 per 1,000 gallons
Next	8,100,000 gallons used per month	\$3.4586 per 1,000 gallons
All Over	9,000,000 gallons used per month	\$2.5204 per 1,000 gallons

MINIMUM CHARGE

No minimum bill will be rendered for less than the following amount according to the size of each meter installed, to-wit: for customers having multiple meter settings, the minimum charge will be the sum of the minimum charges for each of the individual meters:

3/4-inch meter or less*	\$ 15.55 per month
1-inch meter	\$ 38.09 per month
1-1/2-inch meter	\$ 75.66 per month
2-inch meter	\$ 120.78 per month
3-inch meter	\$ 226.02 per month
4-inch meter	\$ 376.35 per month
6-inch meter	\$ 752.21 per month
8-inch meter	\$1,203.26 per month

*All residential customers shall be served through a 5/8" meter; provided, however, that the Company may install a larger meter when reasonably necessary. This restriction shall not apply to residential meters currently in service.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the Authority or a maximum of \$15.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RECONNECTION - \$20.00

When it has been necessary to discontinue water service to any premises on account of non-payment of charges for water service, a charge of twenty dollars (\$20.00) will be made to cover the cost of turning on the water service. This charge will not apply where the Authority has a disconnection agreement with a sewer utility and is entitled to collect a reconnection charge from the sewer utility for such reconnection for non-payment of sewer charges. This charge may be added to a past due balance and included in the outstanding balance under a deferred payment agreement.

INCREMENTAL LEAK ADJUSTMENT

\$0.30 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above customer's historical average usage.

AREA B

APPLICABILITY

Applicable within the territories listed in Area B on Sheet 1.

AVAILABILITY

Available for general domestic, commercial and industrial service.

RATE

First	1,500 gallons used per month	at the minimum charge
Next	28,500 gallons used per month	\$6.8943 per 1,000 gallons
Next	870,000 gallons used per month	\$4.5015 per 1,000 gallons
Next	8,100,000 gallons used per month	\$3.4586 per 1,000 gallons
All Over	9,000,000 gallons used per month	\$2.5204 per 1,000 gallons

SURCHARGE

\$10.00 per bill rendered.

MINIMUM CHARGE

No bill will be rendered for less than the following amount according to the size of each meter installed:

3/4" meter or less	\$ 15.55 per month + \$10.00 = \$ 25.55 per month
1" meter	\$ 38.09 per month + \$10.00 = \$ 48.09 per month
1-1/2" meter	\$ 75.66 per month + \$10.00 = \$ 85.66 per month
2" meter	\$ 120.78 per month + \$10.00 = \$ 130.78 per month
3" meter	\$ 226.02 per month + \$10.00 = \$ 236.02 per month
4" meter	\$ 376.35 per month + \$10.00 = \$ 386.35 per month
6" meter	\$ 752.21 per month + \$10.00 = \$ 762.21 per month
8" meter	\$1,203.26 per month + \$10.00 = \$1,213.26 per month

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the Authority or a maximum of \$15.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RECONNECTION - \$20.00

When it has been necessary to discontinue water service to any premises on account of non-payment of charges for water service, a charge of twenty dollars (\$20.00) will be made to cover the cost of turning on the water service. This charge will not apply where the Authority has a disconnection agreement with a sewer utility and is entitled to collect a reconnection charge from the sewer utility for such reconnection for non-payment of sewer charges. This charge may be added to a past due balance and included in the outstanding balance under a deferred payment agreement.

INCREMENTAL LEAK ADJUSTMENT

\$0.30 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above customer's historical average usage.

**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 18th of September, 2003.

E NO. 03-0610-W-CN

**WEST VIRGINIA-AMERICAN WATER
COMPANY and the REGIONAL DEVELOPMENT
AUTHORITY OF CHARLESTON-KANAWHA COUNTY**
Joint petition for a certificate of convenience and
necessity and for approval of an amendment to operation
and maintenance agreement.

COMMISSION ORDER

On April 23, 2003, the West Virginia-American Water Company (Company or WVAWC) and the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (KCRDA) (jointly, the Applicants) filed a joint application for a certificate of convenience and necessity pursuant to West Virginia Code § 24-2-12 for two separate projects (the Projects) to extend its existing water distribution system in rural Kanawha County. Additionally, the Company and the KCRDA are seeking approval of an Amendment to an Operation and Maintenance Agreement pursuant to West Virginia Code § 24-2-12(a).

The Projects, which consist of two distinct and separately-funded components, are known as the 27-Extension Project and Pond Gap Project. Collectively, these two Projects were initially expected to cost approximately \$9,000,000.

The Applicants noted that the Kanawha Valley Treatment Plant located in Charleston, which is operated by the Company, has adequate treatment capacity to serve the Company's customers and the present and anticipated future customers of the KCRDA. The Applicants noted that the existing KCRDA customers pay rates that are identical to the rates and charges approved by the Commission for use by the Company. The Applicants further noted that the rates to be served by the Projects will pay the same rates and charges as the existing KCRDA customers. The Company will continue to provide notice to the public in Kanawha

County, including all KCRDA customers, of any requested increase in rates of the Company which may affect rates to KCRDA customers. Additionally, any customers served by the Company's facilities will pay the same rates and charges as the Company's other customers. The Projects will have no effect on the rates of the existing KCRDA customers or the Company's existing customers.

The Applicants indicated that they had applied or would soon be applying for all required permits for the Projects from the West Virginia Bureau for Public Health and the West Virginia Department of Transportation, Division of Highways. The Applicants expected to receive the permits by May 2003 and said they would forward the same to the Commission upon receipt. Should the permits not be filed prior to when the Commission is ready to enter a decision, the Applicants requested that a certificate be issued contingent upon the outstanding permits being filed.

The Applicants noted that any significant delay in beginning construction on the projects could threaten the KCRDA's ability to take advantage of the 2003 construction season. The Applicants estimated that Commission approval would need to be received by mid-June 2003 in order for the projects to be constructed in 2003. The bid solicitations are scheduled for mid-April 2003, with bids to be opened on or around mid-May 2003. Thus, the Applicants requested that the Commission retain this case and accord it expedited treatment in order for the Applicants to meet their construction schedule.



PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 23rd day of April, 2003.

CASE NO. 03-0610-W-CN
WEST VIRGINIA-AMERICAN WATER COMPANY
AND THE REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY

Joint Application by West Virginia-American Water Company and the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, for a Certificate of Convenience and Necessity and for Approval of an Amendment to Operation and Maintenance Agreement.

NOTICE OF FILING

WHEREAS, on April 22, 2003, West Virginia-American Water Company (the "Company") and the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "KCRDA") (collectively the "Applicants") filed a joint application for a certificate of convenience and necessity to construct a project consisting of two distinct and separately-funded components. The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

27-Extension Project. The first component is a series of twenty-seven water line extensions and other associated facilities in Kanawha County, a portion of which will be constructed and owned by the KCRDA and the remainder of which will be constructed and owned by the Company (collectively, the "27-Extension Project"). The 27-Extension Project will include line extensions in the following 27 areas:

1. Tolley Hollow – Sissonville
2. Jordan Creek – White Hollow
3. Frame Road – Patterson Drive
4. Haines Branch – Sissonville
5. Pete Hollow – Belle
6. Old Goff Mountain Road – Cross Lanes
7. Elk Drive – Newhouse Drive
8. Newhouse Drive
9. Doctors Creek – Dye/Elmore

10. Doctors Creek – Johnson
11. Blue Creek – Coco/Victor
12. Clearview Heights – Across Poca River
13. Railroad Hollow – Allen Fork
14. Buff Lick – Keffer Hollow – Big Sandy
15. Legg Fork – Page
16. Legg Fork – Profit
17. Legg Fork – Harper
18. Legg Fork – Moffatt
19. Legg Fork – Shaffer
20. Martins Branch Road – Criner – Sissonville
21. Sandstone Drive – Kellys Creek
22. Spring Fork – Kellys Creek
23. Shirkey Lane – Sissonville
24. Fishers Fork – Fishers Branch
25. Wills Creek – Big Fork
26. Wills Creek – Sandridge
27. Wills Creek – Bias

In order to serve these areas, the Applicants have designed and propose to construct approximately 19,000 feet of 8-inch line, 26,900 feet of 6-inch line, 20,800 feet of 2-inch line, 25 fire hydrants and related service lines and meter settings. The 27-Extension Project will extend water service to approximately 240 new customers in rural areas of Kanawha County. Completion of each line extension is contingent upon agreement by a sufficient percentage of prospective customers at each location to accept service.

Pond Gap Project. The second component is an extension in the Pond Gap area of Kanawha County, northeast of Cedar Grove and Glasgow (the “Pond Gap Project”). As with the 27-Extension Project, a portion of the Pond Gap Project will be constructed and owned by the KCRDA and the remainder will be constructed and owned by the Company. To serve the Pond Gap area, the Applicants propose to construct approximately 4,200 feet of 8” line, 38,000 feet of 6” line, 15,000 feet of 2” line, 18 fire hydrants, a 100,000 gallon tank, a 150-gpm booster station, and related service lines and meter settings. The Pond Gap Project will extend water service to approximately 150 new customers in the Pond Gap area.

WHEREAS, the KCRDA estimates that construction of the 27-Extension Project will cost approximately \$1,384,000.00 to be financed as follows:

Kanawha County Commission Grant	\$790,000.00
27-Extension Loan	\$210,000.00
Company Contribution	\$384,000.00

WHEREAS, the 27-Extension Loan will be from a local bank for a 10-year term at an approximate interest rate of six percent. Debt service on the 27-Extension Loan will be

funded by a surcharge to be paid by new customers to be served by the 27-Extension Project.

WHEREAS, the KCRDA estimates that construction of the Pond Gap Project will cost approximately \$2,205,000.00 to be financed as follows:

West Virginia Department of Environmental Protection, Abandoned Mine Lands Program Grant	\$1,645,000.00
Budget Digest Grant	\$ 40,000.00
Kanawha County Commission Grant	\$ 260,000.00
Company Contribution	\$ 260,000.00

WHEREAS, the KCRDA anticipates that the customers to be served by the 27-Extension Project as KCRDA customers will be charged the KCRDA's current rates and charges applicable to the territories to which a \$10 monthly surcharge applies, which rates and charges are as follows:

Available for general domestic, commercial and industrial service.

RATE:

First	1,500 gallons used per month at the minimum charge.
Next	28,500 gallons used per month -- \$6.8943 per 1,000 gallons.
Next	870,000 gallons used per month -- \$4.5015 per 1,000 gallons.
Next	8,100,000 gallons used per month -- \$3.4586 per 1,000 gallons.
All over	9,000,000 gallons used per month -- \$2.5204 per 1,000 gallons.

SURCHARGE:

\$10.00 per bill rendered.

MINIMUM CHARGE:

No bill will be rendered for less than the following amount according to the size of each meter installed:

Five-eighths inch meter or less	\$15.55 per month+\$10.00 = \$25.55 per month
Three-quarter inch meter or less	\$15.55 per month+\$10.00 = \$25.55 per month
One-inch meter	\$38.09 per month+\$10.00 = \$48.09 per month
One and one-half inch meter	\$75.66 per month+\$10.00 = \$85.66 per month
Two-inch meter	\$120.78 per month+\$10.00 = \$130.78 per month
Three-inch meter	\$226.02 per month+\$10.00 = \$236.02 per month
Four-inch meter	\$376.35 per month+\$10.00 = \$386.35 per month

Six-inch meter	\$ 752.21 per month+\$10.00 = \$ 762.21 per month
Eight-inch meter	\$1,203.26 per month+\$10.00 = \$1,213.26 per month

WHEREAS, the KCRDA anticipates that the customers to be served by the Pond Gap Project as KCRDA customers will be charged the KCRDA's current rates and charges applicable to the territories to which a \$10 monthly surcharge does not apply, which rates and charges are as follows:

Available for general domestic, commercial and industrial service.

RATE:

First	1,500 gallons used per month at the minimum charge.
Next	28,500 gallons used per month -- \$6.8943 per 1,000 gallons.
Next	870,000 gallons used per month -- \$4.5015 per 1,000 gallons.
Next	8,100,000 gallons used per month -- \$3.4586 per 1,000 gallons.
All over	9,000,000 gallons used per month -- \$2.5204 per 1,000 gallons.

MINIMUM CHARGE:

No bill will be rendered for less than the following amount according to the size of each meter installed, to-wit; for customers having multiple meter settings, the minimum charge will be the sum of the minimum charges for each of the individual meters:

Three-quarter inch meter or less*	\$ 15.55 per month
One-inch meter	\$ 38.09 per month
One and one-half inch meter	\$ 75.66 per month
Two-inch meter	\$ 120.78 per month
Three-inch meter	\$ 226.02 per month
Four-inch meter	\$ 376.35 per month
Six-inch meter	\$ 752.21 per month
Eight-inch meter	\$1,203.26 per month

* All residential customers will be served through a five-eighths inch meter; provided, however, that the KCRDA may install a larger meter when reasonably necessary. This restriction shall not apply to residential meters currently in service.

The KCRDA's tariff is based on the Company's current tariff. No rate increase to the existing customers of the KCRDA will result from the Project.

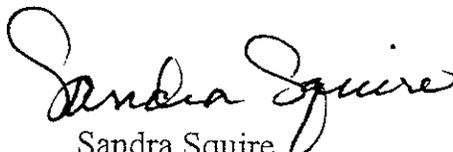
The rates shown are based on averages of all customers in the indicated class. Individual customers may receive rates that are greater or less than average. Furthermore, the requested rates

and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

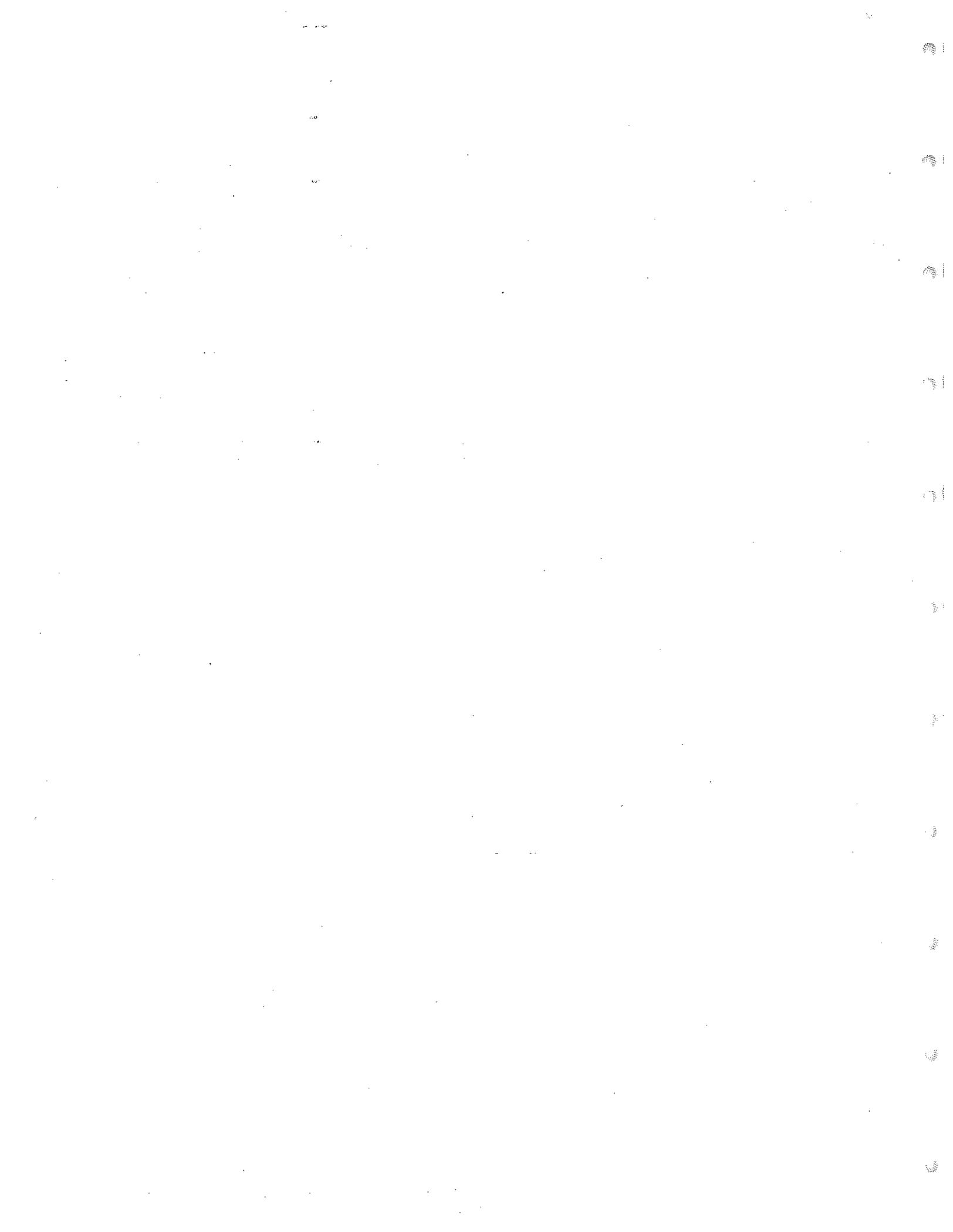
Pursuant to §24-2-11, West Virginia Code, IT IS ORDERED that the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region give notice of the filing of said application, by publishing a copy of this order once in a newspaper duly qualified by the Secretary of State, published and of general circulation in Kanawha County, 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, 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 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

SS/s
030610s.wpd



**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 18th day of September, 2003.

CASE NO. 03-0610-W-CN

WEST VIRGINIA-AMERICAN WATER
COMPANY and the REGIONAL DEVELOPMENT
AUTHORITY OF CHARLESTON-KANAWHA COUNTY

Joint petition for a certificate of convenience and
necessity and for approval of an amendment to operation
and maintenance agreement.

COMMISSION ORDER

On April 23, 2003, the West Virginia-American Water Company (Company or WVAWC) and the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (KCRDA) (jointly, the Applicants) filed a joint application for a certificate of convenience and necessity pursuant to West Virginia Code § 24-2-11 for two separate projects (the Projects) to extend its existing water distribution system in rural Kanawha County. Additionally, the Company and the KCRDA are seeking approval of an Amendment to an Operation and Maintenance Agreement pursuant to West Virginia Code § 24-2-12(a).

The Projects, which consist of two distinct and separately-funded components, are known as the 27-Extension Project and Pond Gap Project. Collectively, these two Projects were initially expected to cost approximately \$3,589,000.

The Applicants noted that the Kanawha Valley Treatment Plant located in Charleston, which is operated by the Company, has adequate treatment capacity to serve the Company's customers and the present and anticipated future customers of the KCRDA. The Applicants noted that the existing KCRDA customers pay rates that are identical to the rates and charges approved by the Commission for use by the Company. The Applicants further noted that the customers to be served by the Projects will pay the same rates and charges as the existing KCRDA customers. The Company will continue to provide notice to the public in Kanawha County, including all KCRDA customers, of any requested increase in rates of the Company which may affect rates to KCRDA customers. Additionally, any customers served by the Company's facilities will pay the same rates and charges as the Company's other customers.

The Projects will have no effect on the rates of the existing KCRDA customers or the Company's existing customers.

The Applicants indicated that they had applied or would soon be applying for all required permits for the Projects from the West Virginia Bureau for Public Health and the West Virginia Department of Transportation, Division of Highways. The Applicants expected to receive the permits by May 2003 and said they would forward the same to the

Commission upon receipt. Should the permits not be filed prior to when the Commission is ready to enter a decision, the Applicants requested that a certificate be issued contingent upon the outstanding permits being filed.

The Applicants noted that any significant delay in beginning construction on the projects could threaten the KCRDA's ability to take advantage of the 2003 construction season. The Applicants estimated that Commission approval would need to be received by mid-June 2003 in order for the projects to be constructed in 2003. The bid advertisements are scheduled for mid-April 2003, with bids to be opened on or around mid-May 2003. Thus, the Applicants requested that the Commission retain this case and accord it expedited treatment in order for the Applicants to meet their construction schedule.

The KCRDA proposed to modify the applicability section of its existing tariff to add the areas to be served by the Projects.

In order to reflect that the 27-Extension Project will be the subject of the surcharge and the Pond Gap Project will not, the Applicants proposed to amend the Revised Operation and Maintenance (O&M) Agreement to include in its list of prior projects, to which the surcharge applies, the 27-Extension Project.

Filings Subsequent to Application

On April 25, 2003, the Applicants filed verifications for the Company and the KCRDA.

On May 5, 2003, the Applicants filed a letter indicating that an affidavit of publication was attached from *The Daily Mail* evidencing publication of the Notice of Filing on April 28, 2003. While a copy of the published Notice of Filing was attached, the affidavit of publication was not. However on May 21, 2003, the Applicants filed the affidavit of publication.

On May 20, 2003, Staff filed an Initial Joint Staff Memorandum stating, among other things, that Staff had no objection to the Commission retaining the case.

On May 21, 2003, the Applicants filed proposed modifications to the existing KCRDA tariff. The proposed modifications are only with regard to the "Territory Served" section on Original Sheet No. 1.

On May 27, 2003, the Applicants filed further exhibits regarding the specifications of the 27-Extension Project, the engineer's report, and the maximum service elevation.

On July 9, 2003, the Applicants filed "Contract Documents and Specifications" for the 27-Extension Project, as well as Contracts 1 and 2 of the Pond Gap Project. The Applicants noted that these documents differ from the specifications previously filed only in that they include the actual bid advertisements, bidding documents, and similar information.

On July 9, 2003, the Applicants filed the following exhibits for the 27-Extension Project: Bureau for Public Health Permit, Engineering Reports, and Bid Tabulations. The Applicants also filed the following documents for the Pond Gap Project: Project Map with Cross-Referenced Customer List, Bureau for Public Health Permit and Department of Highways Permit, Engineering Reports, Evidence of SHPO Compliance, and Bid Tabulations. The Applicants noted that while the bids for the Pond Gap Project came in under estimates, the bids for the 27-Extension Project will not allow all 27 of the projected extensions to be built within the current project budget. The Applicants indicated that they would be filing a revised funding request that seeks expedited approval of the Pond Gap Project and 16 extensions of the 27 Extension Project. The Applicants stated that they will also seek approval of the changes in the funding arrangements for both projects and will request that the docket be kept open to allow the KCRDA to secure additional grant funding for the remaining 11 extensions of the 27-Extension Project.

On July 11, 2003, the Applicants filed a letter which explained in detail the changes in the proposed funding and construction of the two separate extension projects. Below is a description of the revised individual projects.

The Revised 27-Extension Project

The revised 27-Extension Project involves a series of twenty-seven water line extensions and other associated facilities in Kanawha County to serve approximately 240 new customers. A portion of these line extensions will be constructed and owned by the KCRDA and the remaining extensions will be constructed and owned by the Company. The revised 27-Extension Project will consist of approximately 19,000 feet of 8-inch line; 26,900 feet of 6-inch line; 20,800 feet of 2-inch line; 25 fire hydrants; and related service lines and meter readings.

However, as indicated above, the 27-Extension Project bids came in above estimates. The Applicants had anticipated this possibility and thus structured the bid solicitation, so as to group 16 extensions into the base bid, with the remaining line extensions bid as alternates that could be exercised if the bids were favorable or additional funding became available.

Given the results of the bids, the Applicants have decided to seek the Commission's approval to break the 27-Extension Project into two Phases. Phase I consists of the "base bid" which contains the following 16 extensions to serve 160 customers:

1. Jordan Creek-White Hollow
2. Frame Road-Patterson Drive
3. Haines Branch-Sissonville
4. Pete Hollow-Belle
5. Old Goff Mountain Road-Cross Lanes
6. Elk Drive-Newhouse Drive
7. Newhouse Drive
8. Doctors Creek-Dye/Elmore
9. Doctors Creek-Johnson
10. Blue Creek-Coco/Victor
11. Clearview Heights-Across Poca River
12. Railroad Hollow-Allen Fork
13. Spring Fork-Kellys Creek
14. Wills Creek-Big Fork
15. Wills Creek-Sandridge
16. Wills Creek-Bias

The Applicants stated that the total Phase I project cost is \$1,567,092, which is an increase of \$183,092 from the Applicant's initial estimated cost of \$1,384,000 for all 27 extensions.

The Applicants explained that several changes had to be made in order to reflect the as-bid costs in the application. The funding changes are shown below:

<u>Funding Source</u>	<u>As Filed</u>	<u>As Revised</u>
Kanawha County Commission Grant	\$ 790,000	\$1,167,092
KCRDA Loan (from local bank, ten-year term, 6% interest)	\$ 210,000	\$ 140,000
<u>WVAWC contribution</u>	<u>\$ 384,000</u>	<u>\$ 260,000</u>
TOTALS	\$1,384,000	\$1,567,092

The Applicants explained that Phase II will consist of the remaining 11 extensions serving the areas of Tolley Hollow, Legg Fork, Shirkey Lane, Keffer Hollow, Sandstone Drive, Fishers Fork, and Criner. The Applicants stated that based on the bids received, the Phase II extensions can be constructed for \$840,400. The Applicants expect that additional grant funding from the County Commission may become available in the next few months. The Applicants stated that this additional County Commission funding will be matched by pro rata increases in the KCRDA surcharge-based loan and the WVAWC contribution for the additional 93 customers now expected to be served by the Phase II extensions.

The Applicants noted in the initial application that the new customers to be served by the 27-Extension Project will also pay, in addition to the rates and charges billed to all other KCRDA customers, a surcharge in the amount of \$10 per month for 10 years to finance the KCRDA's debt service on the loan. The Applicants noted that the surcharge is identical in amount and term to that which most other customers of the KCRDA have paid on similar line extension projects since the early 1980s.

The Revised Pond Gap Project

The revised Pond Gap Project involves an extension in the Pond Gap area of Kanawha County, northeast of Cedar Grove and Glasgow, which will serve approximately 150 new customers. A portion of the revised Pond Gap Project will be constructed and

owned by the KCRDA and the remainder will be constructed and owned by the Company. The Revised Pond Gap Project will consist of approximately 4,200 feet of 8-inch line; 38,000 feet of 6-inch line; 15,000 feet of 2-inch line; 18 fire hydrants; a 100,000 gallon tank; a 150-gpm booster station; and related service lines and meter settings.

The Applicants stated that based on the bids received for the revised Pond Gap Project, the total cost will be \$1,990,900, which is \$214,100 below the original cost estimate of \$2,205,000 set forth in the application. To reflect this reduction, the revised Pond Gap Project will be funded as follows:

<u>Funding Source</u>	<u>As Filed</u>	<u>As Revised</u>
Grant from WV Department of Environmental Protection (under Abandoned Mine Lands program)	\$1,645,000	\$1,500,992
Budget Digest grant to the KCRDA	\$ 40,000	\$ 40,000
Grant from Kanawha County Commission	\$ 260,000 ¹	\$ 189,908
<u>Contribution from Company</u>	<u>\$ 260,000</u>	<u>\$ 260,000</u>
TOTAL	\$2,205,000	\$1,990,900

¹The Applicants explained that, as is shown in the County Commission's commitment letter dated April 18, 2002, the County Commission's commitment for the Pond Gap project was \$300,000, or \$40,000 more than the \$260,000 that the Applicants included in the original funding plan. The \$110,092 difference between the \$300,000 initial commitment and the proposed \$189,908 County Commission grant for the Pond Gap project will be used to increase the County Commission's commitment to Phase I of the 27-Extension Project.

The \$10.00 surcharge mentioned with the 27-Extension Project will not apply to the Pond Gap Project because the Abandoned Mine Lands program, the primary funding source, would have declined to fund the Pond Gap Project if the surcharge had been applied.

Subsequent Filing

On July 21, 2003, the Applicants filed a letter to which they attached a commitment letter for the Kanawha County Commission's grant funding for the Pond Gap Project and Phase I of the 27-Extension Project; a loan commitment letter for the surcharge-backed KCRDA loan for Phase I of the 27-Extension Project; and a letter from the project engineer which addressed informal requests for information made by the Commission's Engineering Division.

The Applicants noted that the provider of the loan is Bank One and not United Bank as stated in the application. The Applicants also noted that the principal amount of the commitment is \$220,000, which is more than the \$140,000 amount included in the revised funding plan for Phase I of the 27-Extension Project. The Applicants explained that the reason for the excess principal commitment is to cover Phase II of the Project.

Summary of the Applicants' Request

The Applicants asserted in their application that the estimated cost of the construction of the Projects is reasonable and neither the public, generally, nor the existing KCRDA customers nor the Company's customers will be adversely affected by the construction of the Projects. The Projects will provide safe, potable drinking water at fair, reasonable and non-discriminatory rates and charges. The Applicants asserted that no other public utility is affected or will be affected by the construction of the Projects.

The Applicants, based on the application and the revisions made to the application, requested that the Commission (a) grant the KCRDA a certificate of convenience and necessity to construct the Pond Gap Project and Phase I of the 27-Extension Project in accordance with the application as revised by the Applicants' July 11, 2003 filing; (b) approve the respective terms of the proposed funding for the Pond Gap Project and Phase I of the 27-Extension Project as revised in the July 21, 2003 filing; (c) approve the minor modification to the KCRDA's tariff as described in the application; (d) approve the proposed amendment to the Revised Master O&M Agreement pursuant to West Virginia Code § 24-2-12(a); (e) retain the case and accord it expedited treatment; (f) waive the requirement for a hearing on the application and (g) grant other such relief as the Commission deems appropriate.

While the Applicants acknowledged that they did not have all the information needed for Staff to complete its review of Phase II of this project, the Applicants requested that Phase II not be delayed or shifted into another case. The Applicants explained that the Phase II extensions will be more expensive to build if they must be rebid and awarded to a separate contractor, rather than using existing bids. The Applicants noted that Staff already has most of the required technical information on these extensions. Thus, the only aspect which must be subsequently provided is the additional funding commitment. Thus, the Applicants requested that Phase II be held open until the additional funding commitments can be provided. The Applicants further requested that the certificates for the Pond Gap Project and Phase I of the 27-Extension Project be issued as soon as possible so that the Applicants may take advantage of the remaining 2003 construction season.

Staff filed its "Final Joint Staff Memorandum" on July 23, 2003.

Staff's Review of 27-Extension Project

With regard to the 27-Extension Project, Staff noted that it reviewed the loan commitment letter which explained that Bank One had agreed to lend a maximum of \$220,000 for both Phases I and II at 4.45% interest for ten years. Staff stated that the KCRDA will borrow only \$140,000 of the \$220,000 for Phase I. Staff explained that in order to service the debt, the 160 Phase I customers will be assessed a \$10.00 monthly

surcharge in addition to the charge for metered water consumption. Staff concluded that if all 160 potential customers are connected, the surcharge revenues will be more than sufficient to service the debt.

Staff outlined the component costs of the project and concluded that the revised estimated component prices for this type of project are reasonable. Staff noted that the Applicants submitted a current Health Permit No. 15,646. Staff concluded that this review of the project did not reveal any conflicts with the Commission's rules with regard to engineering requirements. Staff stated that this component will not require any change in the tariff due to O & M Expenses.

Staff's Review of the Pond Gap Project

Staff explained that the existing private water supplies have been impacted from old mines in this area. Thus, the Applicants have qualified for State Abandoned Reclamation funding.

Staff outlined the component costs of the project and concluded that the estimated component costs for this type of project are reasonable. Staff noted that the Applicants have submitted current Health Permit No. 15,603. Staff concluded that its review of the project did not reveal any conflicts with the Commission's rules with regard to engineering

requirements. Staff stated that this component will not require any change in the tariff due to O&M Expenses.

Staff's Review of the O&M Agreement

Staff recommended that the Commission approve the revisions made to the O&M Agreement, which currently serves approximately 6,100 customers, to reflect that the O&M Agreement applies to the customers of Phase I of the 27-Extension Project and the Pond Gap Project.

Staff recommended that the Commission enter an order which:

- (1) Grants the KCRDA a certificate of convenience and necessity pursuant to West Virginia Code § 24-2-11 and Sexton v. Public Service Commission, 423 S.E.2d 914 (W.Va. 1992) for Phase I of the 27-Extension Project and the Pond Gap Project as more fully described in the joint application and July 21, 2003 filing without hearing since the Applicants have shown that there is a need for these Projects and that the general public's convenience will be served and since there were no protests filed after the Applicants gave proper notice of the Projects;
- (2) Approves of the financing of Phase I of the 27-Extension Project which is as follows: A Kanawha County Commission grant of \$1,167,092; a WVAWC contribution of \$260,000; and \$140,000 from a bank loan commitment of \$220,000 at 4.45% interest for 10 years;
- (3) Approves the financing of the Pond Gap Project which is as follows: An Abandoned Mine Land Grant of \$1,500,992; a \$40,000 Budget Digest grant; A Kanawha County Commission grant of \$189,908; and a WVAWC contribution of \$260,000;

- (4) Requires the KCRDA and/or WVAWC to seek Commission approval if there are any changes in the plans, scope, or terms of Phase I of the 27-Extension Project and the Pond Gap Project and/or financing for these Projects;
- (5) Requires the KCRDA to notify Staff when Phase I of the 27-Extension Project and Pond Gap Project are substantially completed;
- (6) Approves the modifications to the operation and maintenance agreement between the KCRDA and WVAWC as outlined in the joint application since the terms and conditions of the transaction are fair and reasonable, do not confer upon any party to the transaction an undue advantage over any other party to the transaction, and do not adversely affect the public in West Virginia. Thus, the Staff Attorney recommends that the Commission approve the amended operation and maintenance agreement pursuant to West Virginia Code § 24-2-12 and Rule 10.6 of the Commission's Rules of Practice and Procedure without hearing; and
- (7) Approves the Staff Recommended Tariff which is attached to Technical Staff's memorandum as Attachment 3. Staff noted that the only change to the tariff is the addition of the areas to be served by Phase I of the 27-Extension Project and the Pond Gap Project; and
- (8) Dismisses the case, but stated that the Applicants may petition to reopen the case when sufficient funding has been secured to construct Phase II of the 27-Extension Project which will allow the Applicants to seek a certificate from the Commission for Phase II. Staff is aware that the Applicants have requested that the Commission keep this case open until they are able to seek a certificate for Phase II. However, given that there is a statutory deadline imposed on the Commission and given that the delay has been caused by the Applicants and not Staff, the Legal Division believes the better route for the Commission to take is to dismiss the case and give the Applicants an opportunity to file a petition to reopen once it is ready to proceed with obtaining a certificate for Phase II. Neither Staff nor the Commission should be put in a situation of having to watch the statutory deadline. However, if everything continues to be in order for Phase II when the Applicants file their petition to reopen, Staff does not anticipate that its review will take a long period of time and believes that the Commission will be able to quickly act to issue a certificate of convenience of necessity for Phase II.

On July 25, 2003, KCRDA and the Company filed a letter stating that they were in full agreement with the Final Joint Staff memorandum.

DISCUSSION

West Virginia Code § 24-2-11 provides, in pertinent part, as follows:

(a) No public utility . . . shall begin the construction of any plant . . . for furnishing to the public any [utility] service . . . unless and until it shall obtain from the public service commission a certificate of convenience and necessity requiring such construction . . . Upon the filing of any application for such certificate, and after hearing, the commission may, in its discretion, issue or refuse to issue, or issue in part and refuse in part, such certificate of convenience and necessity: Provided, That the commission, after it gives proper notice and if no protest is received within thirty (30) days after the notice is given, may waive formal hearing on the application.

The Applicants published notice of its certificate application on April 28, 2003, and no protests were filed within thirty (30) days of that notice. Accordingly, as authorized by the statute, the Commission shall waive formal hearing in this case.

In considering a certificate application, the Commission must assess whether the general public convenience will be served and the public necessity for the project. Sexton v. Public Serv. Comm'n, 423 S.E.2d 914 (W. Va. 1992). We agree with Staff that this project is necessary for the public good and the general public's convenience will be served.

Since the Applicants have established that this project is necessary to the public convenience and necessity and has secured reasonable funding for it, the Commission shall grant the certificate of public convenience and necessity, as described herein, for the project. If there are changes in the scope, financing or cost of the project, the Applicants must seek Commission approval of the changes.

The Commission shall adopt the Staff recommendation as the Applicants are in agreement with it:

- (1) Grant the KCRDA a certificate of convenience and necessity pursuant to West Virginia Code § 24-2-11 and Sexton v. Public Service Commission, 423 S.E.2d 914 (W.Va. 1992) for Phase I of the 27-Extension Project and the Pond Gap Project as more fully described in the joint application and July 21, 2003 filing without hearing since the Applicants have shown that there is a need for these Projects and that the general public's convenience will be served and since there were no protests filed after the Applicants gave proper notice of the Projects;
- (2) Approve of the financing of Phase I of the 27-Extension Project which is as follows: A Kanawha County Commission grant of \$1,167,092; a WVAWC contribution of \$260,000; and \$140,000 from a bank loan commitment of \$220,000 at 4.45% interest for 10 years;
- (3) Approve the financing of the Pond Gap Project which is as follows: An Abandoned Mine Land Grant of \$1,500,992; a \$40,000 Budget Digest grant; A Kanawha County Commission grant of \$189,908; and a WVAWC contribution of \$260,000;
- (4) Require the KCRDA and/or WVAWC to seek Commission approval if there are any changes in the plans, scope, or terms of Phase I of the 27-Extension Project and the Pond Gap Project and/or financing for these Projects;

- (5) Require the KCRDA to notify Staff when Phase I of the 27-Extension Project and Pond Gap Project are substantially completed;
- (6) Approve the modifications to the operation and maintenance agreement between the KCRDA and WVAWC as outlined in the joint application since the terms and conditions of the transaction are fair and reasonable, do not confer upon any party to the transaction an undue advantage over any other party to the transaction, and do not adversely affect the public in West Virginia; and
- (7) Approve the Staff Recommended Tariff which is attached hereto; and
- (8) Dismiss the case and give the Applicants an opportunity to file a petition to reopen once it is ready to proceed with obtaining a certificate for Phase II.

FINDINGS OF FACT

1. On April 23, 2003, the West Virginia-American Water Company and the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region filed a joint application for a certificate of convenience and necessity pursuant to West Virginia Code § 24-2-11 for two separate projects (the Projects) to extend its existing water distribution system in rural Kanawha County. Additionally, the Company and the KCRDA are seeking approval of an Amendment to an Operation and Maintenance Agreement pursuant to West Virginia Code § 24-2-12(a).

2. The Projects, which consist of two distinct and separately-funded components, are known as the 27-Extension Project and Pond Gap Project. Collectively, these two Projects were initially expected to cost approximately \$3,589,000.

3. The KCRDA has proposed to modify the applicability section of its existing tariff to add the areas to be served by the Projects.

4. The Applicants published notice of its certificate application on April 28, 2003, and no protests were filed within thirty (30) days of that notice.

5. On May 5, 2003, the Applicants filed a letter indicating that an affidavit of publication was attached from *The Daily Mail* evidencing publication of the Notice of Filing on April 28, 2003. While a copy of the published Notice of Filing was attached, the affidavit of publication was not. However on May 21, 2003, the Applicants filed the affidavit of publication.

6. On July 11, 2003, the Applicants filed a letter which explained in detail the changes in the proposed funding and construction of the two separate extension projects.

7. The Applicants acknowledged that they did not have all the information needed for Staff to complete its review of Phase II of this project.

8. Staff filed its "Final Joint Staff Memorandum" on July 23, 2003. Staff provided a detailed recommendation for use by the Commission.

9. On July 25, 2003, KCRDA and the Company filed a letter stating that they were in full agreement with the Final Joint Staff memorandum.

CONCLUSIONS OF LAW

1. The Commission concludes that this project is necessary for the public good and that the general public's convenience will be served.

2. Since the Applicants have established that this project is necessary to the public convenience and necessity and has secured reasonable funding for it, the Commission shall grant the certificate of public convenience and necessity, as described herein, for the project.

3. The Commission shall adopt the Staff recommendations as the Applicants are in agreement:

- (1) Grant the KCRDA a certificate of convenience and necessity pursuant to West Virginia Code § 24-2-11 and Sexton v. Public Service Commission, 423 S.E.2d 914 (W.Va. 1992) for Phase I of the 27-Extension Project and the Pond Gap Project as more fully described in the joint application and July 21,

2003 filing without hearing since the Applicants have shown that there is a need for these Projects and that the general public's convenience will be served and since there were no protests filed after the Applicants gave proper notice of the Projects;

- (2) Approve of the financing of Phase I of the 27-Extension Project which is as follows: A Kanawha County Commission grant of \$1,167,092; a WVAWC contribution of \$260,000; and \$140,000 from a bank loan commitment of \$220,000 at 4.45% interest for 10 years;
- (3) Approve the financing of the Pond Gap Project which is as follows: An Abandoned Mine Land Grant of \$1,500,992; a \$40,000 Budget Digest grant; A Kanawha County Commission grant of \$189,908; and a WVAWC contribution of \$260,000;
- (4) Require the KCRDA and/or WVAWC to seek Commission approval if there are any changes in the plans, scope, or terms of Phase I of the 27-Extension Project and the Pond Gap Project and/or financing for these Projects;
- (5) Require the KCRDA to notify Staff when Phase I of the 27-Extension Project and Pond Gap Project are substantially completed;
- (6) Approve the modifications to the operation and maintenance agreement between the KCRDA and WVAWC as outlined in the joint application since the terms and conditions of the transaction are fair and reasonable, do not confer upon any party to the transaction an undue advantage over any other party to the transaction, and do not adversely affect the public in West Virginia;
- (7) Approve the Staff Recommended Tariff which is attached hereto; and
- (8) Dismiss the case and give the Applicants an opportunity to file a petition to reopen once it is ready to proceed with obtaining a certificate for Phase II.

ORDER

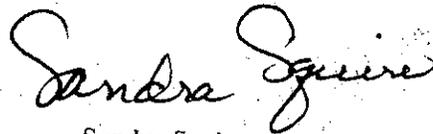
IT IS THEREFORE ORDERED that the Commission shall:

- (1) Grant the KCRDA a certificate of convenience and necessity pursuant to West Virginia Code § 24-2-11 and Sexton v. Public Service Commission, 423 S.E.2d 914 (W.Va. 1992) for Phase I of the 27-Extension Project and the Pond Gap Project as more fully described in the joint application and July 21, 2003 filing without hearing since the Applicants have shown that there is a need for these Projects and that the general public's convenience will be served and since there were no protests filed after the Applicants gave proper notice of the Projects;
- (2) Approve the financing of Phase I of the 27-Extension Project which is as follows: A Kanawha County Commission grant of \$1,167,092; a WVAWC contribution of \$260,000; and \$140,000 from a bank loan commitment of \$220,000 at 4.45% interest for 10 years;
- (3) Approve the financing of the Pond Gap Project which is as follows: An Abandoned Mine Land Grant of \$1,500,992; a \$40,000 Budget Digest grant; A Kanawha County Commission grant of \$189,908; and a WVAWC contribution of \$260,000;
- (4) Require the KCRDA and/or WVAWC to seek Commission approval if there are any changes in the plans, scope, or terms of Phase I of the 27-Extension Project and the Pond Gap Project and/or financing for these Projects;
- (5) Require the KCRDA to notify Staff when Phase I of the 27-Extension Project and Pond Gap Project are substantially completed;
- (6) Approve the modifications to the operation and maintenance agreement between the KCRDA and WVAWC as outlined in the joint application since the terms and conditions of the transaction are fair and reasonable, do not confer upon any party to the transaction an undue advantage over any other party to the transaction, and do not adversely affect the public in West Virginia; and
- (7) Approve the Staff Recommended Tariff which is attached hereto; and
- (8) Dismiss the case and give the Applicants an opportunity to file a petition to reopen once it is ready to proceed with obtaining a certificate for Phase II.

IT IS FURTHER ORDERED that upon entry of this order, this case shall be removed from the Commission's docket of open 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

JJW/lfg
030610c.wpd



KANAWHA COUNTY REGIONAL DEVELOPMENT AUTHORITY
CASE NO. 03-0610-W-CN
APPROVED TARIFF

Territories Served

Area A (No Surcharge)

Area B (Surcharge Applied)

Coopers Creek
Davis Creek
Ward
Chelyan
Rhonda
Dawes
(N) Pond Gap
(N) Hitop
(N) Spangler

Tad-Blount
Coal Fork
Big Bottom Hollow
Leewood to Quarrier
Lens Creek - Six Mile
Rene Mae Road
Dry Branch
Eden Fork
Guthrie
Elk Two-Mile
(N) Tolley Hollow - Sissonville
(N) Jordan Creek - White Hollow
(N) Frame Road - Patterson Drive
(N) Haines Branch - Sissonville
(N) Pete Hollow - Belle
(N) Old Gold Mountain Road - Cross Lanes
(N) Elk Drive - Newhouse Drive
(N) Newhouse Drive
(N) Doctors Creek - Dye/Elmore
(N) Doctors Creek - Johnson
(N) Blue Creek - Coco/Victor
(N) Clearview Heights - Across Poca River
(N) Railroad Hollow - Allen Fork
(N) Buff Lick - Keffer Hollow - Big Sandy
(N) Legg Fork - Page
(N) Legg Fork - Profitt
(N) Legg Fork - Harper
(N) Legg Fork - Moffatt
(N) Legg Fork - Shaffer
(N) Martins Branch Road - Criner - Sissonville
(N) Sandstone Drive - Kellys Creek
(N) Spring Fork - Kellys Creek
(N) Shirkey Lane - Sissonville

- (N) Fishers Fork- Fishers Branch
- (N) Wills Creek - Big Fork
- (N) Wills Creek - Sandridge
- (N) Wills Creek - Bias

(N) indicates new areas to be served

KANAWHA COUNTY REGIONAL DEVELOPMENT AUTHORITY
CASE NO. 03-0610-W-CN
APPROVED TARIFF

APPLICABILITY

Applicable in the territories listed in Area A on Sheet No. 1.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service

RATE

First	1,500	gallons used per month		at the minimum charge
Next	28,500	gallons used per month	\$6.8943	per 1,000 gallons
Next	870,000	gallons used per month	\$4.5015	per 1,000 gallons
Next	8,100,000	gallons used per month	\$3.4586	per 1,000 gallons
All Over	9,000,000	gallons used per month	\$2.5204	per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than the following amount according to the size of each meter installed, to-wit; for customers having multiple meter settings, the minimum charge will be the sum of the minimum charges for each of the individual meters:

3/4	inch meter or less*	\$15.55	per month
1	inch meter	38.09	per month
1 - 1/2	inch meter	75.66	per month
2	inch meter	120.78	per month
3	inch meter	226.02	per month
4	inch meter	376.35	per month
6	inch meter	752.21	per month
8	inch meter	1,203.26	per month

*All residential customers shall be served through a 5/8" meter; provided, however, that the Company may install a larger meter when reasonably necessary. This restriction shall not apply to residential meters currently in service.

KANAWHA COUNTY REGIONAL DEVELOPMENT AUTHORITY
CASE NO. 03-0610-W-CN
APPROVED TARIFF

APPLICABILITY

Applicable in the territories listed in Area B on Sheet No. 1.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service

RATE

First	1,500	gallons used per month	at the minimum charge
Next	28,500	gallons used per month	\$6.8943 per 1,000 gallons
Next	870,000	gallons used per month	\$4.5015 per 1,000 gallons
Next	8,100,000	gallons used per month	\$3.4586 per 1,000 gallons
All Over	9,000,000	gallons used per month	\$2.5204 per 1,000 gallons

SURCHARGE

\$10.00 per bill rendered

MINIMUM CHARGE

No bill will be rendered for less than the following amount according to the size of each meter installed.

3/4	inch meter or less	$15.55 + 10.00 =$	25.55 per month
1	inch meter	$38.09 + 10.00 =$	48.09 per month
1 - 1/2	inch meter	$75.66 + 10.00 =$	85.66 per month
2	inch meter	$120.78 + 10.00 =$	130.78 per month
3	inch meter	$226.02 + 10.00 =$	236.02 per month
4	inch meter	$376.35 + 10.00 =$	386.35 per month
6	inch meter	$752.21 + 10.00 =$	762.21 per month
8	inch meter	$1,203.26 + 10.00 =$	1,213.26 per month



REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION
Waterworks Revenue Bonds, Series 2005 A (Taxable)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

The undersigned, John T. Copenhaver, III, Senior Vice President of JPMorgan Chase Bank, NA, Charleston, West Virginia (the "Purchaser"), for and on behalf of the Purchaser, and Damron Bradshaw, President of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

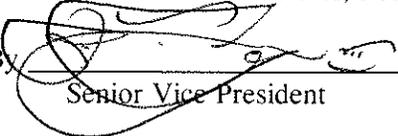
1. On the 28th day of June, 2005, in Charleston, West Virginia, the Purchaser received the entire original issue of \$260,000 principal amount of the Waterworks Revenue Bonds, Series 2005 A (Taxable), of the Issuer (the "Bonds"), issued as a single Bond, numbered R-1, and dated June 28, 2005. The Bonds represent all of the entire above-captioned Bond issue.

2. At the time of such receipt of the Bonds upon original issuance, the Bonds had been executed by the President of the Issuer and the Executive Secretary of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Purchaser of the sum of \$260,000, being the entire principal amount of the Bonds.

WITNESS our respective signatures on this 28th day of June, 2005.

JPMORGAN CHASE BANK, NA

By 

Senior Vice President

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION

By 

President

06/23/05
919120.00267

REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION
Waterworks Revenue Bonds, Series 2005 A (Taxable)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

JPMorgan Chase Bank, NA,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith:

(1) Bond No. R-1, constituting the entire original issue of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region Waterworks Revenue Bonds, Series 2005 A (Taxable), in the principal amount of \$260,000, dated June 28, 2005 (the "Bonds"), executed by the President and Executive Secretary of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Resolution duly adopted by the Issuer on May 19, 2005 (the "Bond Legislation");

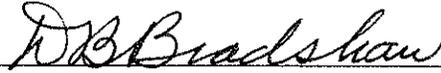
(2) A copy of the Bond Legislation authorizing the above-described Bond issue, duly certified by the Secretary of the Issuer; and

(3) An executed, unqualified approving opinion of nationally recognized bond counsel regarding the validity of the Bonds.

You are hereby requested and authorized to deliver the Bonds to JPMorgan Chase Bank, NA, Charleston, West Virginia, as the Original Purchaser thereof, upon payment to the Issuer of the sum of \$260,000, representing the entire principal amount of the Bonds. Prior to the delivery of the Bonds, please cause the Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

Dated this 28th day of June, 2005.

REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST
VIRGINIA METROPOLITAN REGION

A handwritten signature in cursive script, appearing to read "D. Bradshaw", written over a horizontal line.

President

06/23/05
919120.00267

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION
WATERWORKS REVENUE BONDS,
SERIES 2005 A (TAXABLE)

No. R-1

\$260,000

KNOW ALL MEN BY THESE PRESENTS: That REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION (the "Issuer"), a public corporation and a duly constituted county development authority in Kanawha County, West Virginia, for value received, hereby promises to pay, solely from the sources and in the manner hereinafter provided therefor, to the order of

- JPMORGAN CHASE BANK, NA -

or registered assigns (the "Registered Owner"), the principal sum of Two Hundred Sixty Thousand and 00/100 DOLLARS (\$260,000) in lawful money of the United States of America, or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as evidenced by the Record of Advances attached as EXHIBIT A hereto and incorporated herein by reference as a part hereof, with interest at the rates per annum set forth in paragraph A below, as applicable, in monthly installments of interest, or principal and interest, as set forth in paragraph B below.

(A) This Bond shall bear interest on the outstanding principal amount thereof from the date of each advance to and including the maturity or early repayment thereof at the rate of 6.82% per annum.

(B) Principal of and interest on this Bond are payable by check or draft to JPMorgan Chase Bank, NA, Charleston, West Virginia (the "Paying Agent") mailed to the Registered Owner hereof at the address as it appears on the books of JPMorgan Chase Bank, NA, Charleston, West Virginia, as registrar (the "Registrar"). On October 1, 2005, the Issuer shall pay an interest only payment in an amount equal to the accrued interest from the Closing Date up to and including to October 1, 2005. Thereafter, on the 1st day of each month thereafter for a period of 59 months, commencing November 1, 2005, and continuing to and including September 1, 2010, the monthly installments shall consist of principal and interest in the amount of \$2,994.76, based upon an amortization period of

120 months. The Issuer shall make a final payment on October 1, 2010 in an amount equal to the then outstanding principal balance plus accrued interest thereon.

Interest shall be computed on the basis of a year of 360 days and 12 months of 30 days each, payable for the actual number of days elapsed during any portion of a month. If this Bond is paid in full more than six (6) calendar months prior to the maturity date, the Issuer shall pay a prepayment premium equal to the prepaid principal multiplied by the premium percentage. The premium percentage shall be equal to one percent (1.0%) multiplied by the number of years plus one for any additional part or portion of a year between the date of the prepayment and the maturity date of this Bond; provided that the premium percentage shall not exceed five percent (5.0%) of the prepaid principal.

This Bond is issued to provide funds to permanently finance the costs of additions and betterments to the public waterworks system of the Issuer consisting of water line extensions to water consumers in various locations in Kanawha County, West Virginia, together with all appurtenant facilities (the "Project"). The Project and any further additions, betterments or improvements thereto are herein called the "Series 2005 A Facilities." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 19, 2005 (the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation. Reference is hereby made to the Bond Legislation, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties, and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owner of the Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Bond Legislation are on file at the office of the Secretary of the Issuer.

THIS BOND IS JUNIOR AND SUBORDINATE AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT TO THE ISSUER'S PUBLIC WATERWORKS REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 27, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,705,000, AND PUBLIC WATERWORKS LEASE REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JANUARY 27, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,950,000 (THE "SERIES 2000 B BONDS" AND TOGETHER WITH THE SERIES 2000 A BONDS, COLLECTIVELY REFERRED TO HEREIN AS THE "PRIOR BONDS"), AND THE ISSUER'S WATER REVENUE NOTES, SERIES 1999 A, OF THE ISSUER, ISSUED IN

THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$7,000,000 (THE "PRIOR NOTES").

This Bond and the interest thereon are payable only from and secured by a lien on the Surplus Revenues and Surcharges (as defined in the Bond Legislation), junior and subordinate with respect to liens, pledge and source of and security for payment with the Prior Bonds and the Prior Notes. The Issuer hereby and in the Bond Legislation pledges such revenues to such payment. Such Surplus Revenues and Surcharges shall be sufficient to pay the principal of and interest on all Bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Bond Legislation.

This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, or the interest hereon, except from said special fund provided from the Surplus Revenues, Surcharges and unexpended proceeds of the Bonds. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All monies received from the sale of this Bond shall be applied solely to payment of the Notes, payment of the costs of the Project and costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

This Bond, together with interest hereon, is, under the Act, exempt from all taxes by the State of West Virginia.

This Bond shall not be entitled to any benefit under the Bond Legislation, or become valid or obligatory for any purpose, until the certification of authentication and registration attached hereto shall have been signed by the Registrar.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

IN WITNESS WHEREOF, REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION has caused this Bond to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Executive Secretary, and has caused this Bond to be dated June 28, 2005.

[SEAL]

DB Marshall

President

SPECIMEN

ATTEST:

Yvonne H. Hatten

Executive Secretary

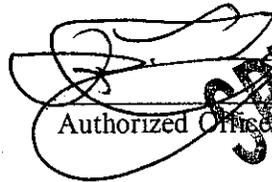
SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2005 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: June 28, 2005.

JPMORGAN CHASE BANK, NA
as Registrar


Authorized Officer

SPECIMEN

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$ 260,000.00	6/28/05	(7) \$	
(2) \$		(8) \$	
(3) \$		(9) \$	
(4) \$		(10) \$	
(5) \$		(11) \$	
(6) \$		(12) \$	
	TOTAL	\$260,000.00	

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint
_____, Attorney to transfer the said Bond
on the books kept for registration of the within Bond of the said Issuer with full power of
substitution in the premises.

Dated: _____, _____.

In the presence of:

06/28/05
919120.00267

June 28, 2005

Regional Development Authority of Charleston-
Kanawha County, West Virginia Metropolitan Region
Waterworks Revenue Bonds, Series 2005 A (Taxable)

Regional Development Authority of Charleston-
Kanawha County, West Virginia Metropolitan Region
Charleston, West Virginia

JPMorgan Chase Bank, NA
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer"), a public corporation and a duly constituted county development authority, created and existing under the laws of the State of West Virginia, of its \$260,000 Waterworks Revenue Bonds, Series 2005 A (Taxable), dated the date hereof (the "Bonds"). The Bonds have been sold to JPMorgan Chase Bank, NA, Charleston, West Virginia (the "Purchaser").

The Bonds are originally issued in the form of one Bond, numbered R-1, with interest payable at the rate of 6.82% per annum. On October 1, 2005, the Issuer shall make an interest only payment in an amount equal to the accrued interest from the date of delivery of the Bonds up to and including October 1, 2005, and thereafter, the Issuer shall make 59 consecutive principal and interest payments in the amount of \$2,994.76, based upon an amortization period of 120 months, payable monthly on the first day of each month, commencing November 1, 2005, with a final payment of the entire outstanding principal balance of the Bonds, together with accrued interest, due on October 1, 2010. The Bonds are being issued pursuant to a Loan Agreement by and between the Issuer and the Purchaser, dated June 28, 2005 (the "Loan Agreement"). To secure the Bonds, a Security Agreement dated June 28, 2005, has been entered into by and between the Issuer and the Purchaser (the "Security Agreement").

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Resolution duly adopted by the Issuer on May 19, 2005 (the "Bond Legislation"), for the purposes of permanently financing the costs of additions and betterments to the public waterworks system of the Issuer, consisting of the construction and installation of water line extensions to water consumers on Upper Frame Road and in various rural

locations in Kanawha County, West Virginia. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation when used herein.

Based upon the foregoing, and upon our examination of such other documents as we have deemed necessary, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing as a public corporation and county development authority, with full power and authority to enter into the Loan Agreement and the Security Agreement and the transactions contemplated thereby, and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The Bond Legislation has been duly and effectively adopted by the Issuer, is in full force and effect as of the date hereof and constitutes a valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms.

3. The Loan Agreement and the Security Agreement have been duly authorized, executed and delivered by the Issuer, and assuming due authorization, execution and delivery by the other parties thereto, and subject to the limitations set forth in paragraph 6 hereof, constitute valid, binding and enforceable agreements of the Issuer in accordance with their terms.

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Purchaser and are valid, legally enforceable and binding special obligations of the Issuer, payable from and secured by a lien on Surplus Revenues and Surcharges, junior and subordinate as to lien, pledge and source of and security for payment with the Prior Bonds and Prior Notes of the Issuer, all in accordance with the terms of the Bonds and the Bond Legislation.

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

6. It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the Bond Legislation, the Loan Agreement, the Security Agreement 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 may also be subject to the exercise of judicial discretion in appropriate cases and that certain remedies under the Bond Legislation, the Loan Agreement and the Security Agreement may be limited by public policy or such judicial discretion.

Regional Development Authority of Charleston-
Kanawha County, West Virginia Metropolitan Region, et al.
Page 3

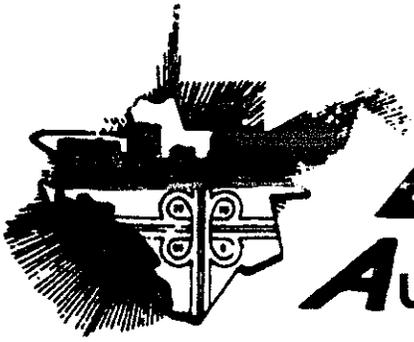
We have examined the executed and authenticated Bond numbered R-1, and in our opinion
the form of said Bond and its execution and authentication are regular and proper.

Very truly yours,


STEPTOE & JOHNSON PLLC

06/28/05
919120.00267

CH757189.1



Regional Development Authority

of Charleston, Kanawha County, W.Va., Metropolitan Region

KANAWHA COUNTY COURTHOUSE • 409 VIRGINIA STREET, E. • CHARLESTON, WEST VIRGINIA 25301 • PHONE (304) 357-0570

Billy L. Pauley
Treasurer

Damron Bradshaw
President

Dan Halloran
Vice President

June 28, 2005

Regional Development Authority of Charleston-Kanawha County
West Virginia Metropolitan Region
Waterworks Revenue Bonds, Series 2005 (Taxable)

Regional Development Authority of Charleston-
Kanawha County, West Virginia Metropolitan Region
Charleston, West Virginia

JPMorgan Chase Bank, NA
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We have served as counsel to the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region (the "Issuer") in connection with the issuance and delivery of the above captioned Bonds of the Issuer (the "Bonds"). As such counsel, we have examined copies of a Resolution duly adopted by the Issuer on May 19, 2005 (the "Bond Legislation"), a Loan Agreement (the "Loan Agreement") dated June 28, 2005, by and between the Issuer and JPMorgan Chase Bank, NA (the "Purchaser"), a Security Agreement (the "Security Agreement") dated June 28, 2005, by and between the Issuer and the Purchaser, and other documents relating to the Bonds. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation when used herein.

We are of the opinion that:

1. The Issuer is duly created and validly existing under the Constitution and laws of the State of West Virginia as a county development authority and public corporation of the State of West Virginia, with corporate power under Chapter 7, Article 12 of the West Virginia Code of 1931, as amended (the "Act").

2. The members of the board and the officers of the Issuer have been duly, lawfully and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.

3. The Loan Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Purchaser, constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.

4. The Security Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Purchaser, constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.

5. The Bond Legislation has been duly adopted by the Issuer and is in full force and effect and no further action of the Issuer is required for its continued validity.

6. The execution and delivery of the Bonds and the consummation of the transactions contemplated by the Bonds and the Bond Legislation and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any ordinance, order, resolution, agreement or other instrument to which the Issuer is a party or any existing law, regulation, court order or consent decree to which the Issuer is subject.

7. To the best of our knowledge, 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 Bond Legislation, the Loan Agreement and the Security Agreement, the construction and acquisition of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the revenues and surcharges therefore.

8. It is to be understood that the rights or remedies with respect to the Bonds and the Bond Legislation are subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws heretofore or hereafter enacted affecting creditors' rights or remedies generally, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

All counsel to this transaction may rely upon this opinion as if specifically addressed to them.

Very truly yours,

A handwritten signature in black ink, appearing to read 'MS', with a long horizontal flourish extending to the right.

Marc Slotnick

REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION
Waterworks Revenue Bonds, Series 2005 A (Taxable)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. INSURANCE
10. SIGNATURES; DELIVERY AND PAYMENT
11. SPECIMEN BOND
12. CONFLICT OF INTEREST

We, the undersigned PRESIDENT AND EXECUTIVE SECRETARY of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, Charleston, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify in connection with the \$260,000 principal amount of the Issuer's Waterworks Revenue Bonds, Series 2005 A (Taxable) (the "Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meanings as in the Bond Resolution of the Issuer duly adopted May 19, 2005 (the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the acquisition and construction of the Project, the issuance, sale or delivery of the Bonds, the authorization or execution of the documents related to the Bonds (the "Bond Documents"), the operation of the Series 2005 A Facilities, the receipt of the Revenues, or in any way contesting or affecting the validity of the Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the Surplus Revenues and the Surcharges or any other moneys or security provided for the payment of the Bonds or the due organization and valid existence or the powers of the Issuer, insofar as they relate to the Project, the sale and issuance of the Bonds or the validity or enforceability of the Bond

Documents, the operation of the Series 2005 A Facilities, the application or the collection of the Revenues or the pledge of Surplus Revenues and Surcharges as security for the Bonds.

3. **GOVERNMENTAL APPROVALS:** All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law, for the acquisition, construction and equipping of the Project, the operation of the Series 2005 A Facilities and the issuance of the Bonds have been obtained and remain in full force and effect, the time for appeal of which has expired without appeal. The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia (the "Public Service Commission") entered on April 16, 2004, which became final on May 6, 2005, in Case No. 04-0007-W-CN, and the Commission Order of the Public Service Commission on September 18, 2003, in Case No. 03-0610-W-CN, granting the Issuer a certificate of public convenience and necessity for the Project and approving the financing thereof. The time for appeal of such Commission Order has expired without appeal.

4. **INDEBTEDNESS:** Other than the Prior Notes and the Prior Bonds of the Issuer, there are no outstanding bonds or obligations of the Issuer which will rank prior to or on a parity with the Bonds as to liens, pledge, source of and security for payment.

5. **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 or changed in any way unless modification appears from later documents also listed below:

Bond Resolution

Minutes on Adoption of Bond Resolution

Public Service Commission Orders

Loan Agreement

Security Agreement

County Commission Order Creating Issuer

County Commission Orders Appointing Current Members of Issuer

Oaths of Office of Current Members of Issuer

Bylaws of Issuer

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region." The Issuer is public corporation and a duly created and validly existing county development authority in Kanawha County, West Virginia. The governing body of the Issuer is its board of directors (the "Governing Body"). Each of the following persons has been duly appointed to the Governing Body of the Issuer by The County Commission of Kanawha County and each member was, at the time of such appointment, and presently is, duly qualified, authorized and acting in accordance with the provisions of West Virginia law for such office, for a term of office expiring on the date set opposite his or her name below:

<u>Name</u>	<u>Date of Termination of Office</u>
Charles H. Armstrong	July 11, 2005
Billy Pauley	September 19, 2005
Mike Reed	December 22, 2007
Dan Halloran	December 22, 2007
Essie Ford, Jr.	December 22, 2007
Charles Blair	December 22, 2007
Larry Conley	December 22, 2007
Damron Bradshaw	December 22, 2007
John Jones	December 22, 2007
Butch Buckley	December 22, 2007
Fern Jobe	February 3, 2008
Timothy Sizemore	February 3, 2008
K. E. Thomas	February 3, 2008
Kenneth Barton	
Mike Clowser	
Donna Gillenwater	
Rusty Casto	
Frank Morris	
Kent Carper	
Richard Milam	

The names of the duly elected and/or appointed, qualified and acting officers of the board of directors of the Issuer for calendar year 2005 are as follows:

President	-	Damron Bradshaw
Vice President	-	Dan Halloran
Treasurer	-	Billy Pauley
Executive Secretary	-	Theresa Hudson

The duly appointed and acting counsel to the Issuer is Marc J. Slotnick, Esquire, Charleston, West Virginia.

7. **LAND AND RIGHTS-OF-WAY:** All land in fee simple and all rights-of-way and easements necessary for the operation and maintenance of the Series 2005 A Facilities 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.

8. **MEETINGS, 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 issuance of the Bonds and the acquisition, construction, operation and financing of the Project or the Series 2005 A Facilities were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Bylaws 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 elected or appointed, as applicable, 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.

9. **INSURANCE:** All insurance for the Series 2005 A Facilities required by the Bond Legislation is in full force and effect.

10. **SIGNATURES; DELIVERY AND PAYMENT:** On the date hereof, the Bonds were sold to JPMorgan Chase Bank, NA, Charleston, West Virginia (the "Purchaser"), at the price of \$260,000 (100% of par value), there being no interest accrued thereon. The undersigned Chairman did officially sign all of the Bonds of the aforesaid issue, consisting upon original issuance of a single Bond, numbered R-1, dated the date hereof, by his manual signature, and the undersigned Executive Secretary did officially cause the official seal of the Issuer to be affixed upon said Bonds and to be attested by his manual signature, and the Registrar did officially authenticate and deliver the Bonds to a representative of the Purchaser. Said official seal is also impressed above the signatures appearing on this certificate. At the time of delivery of the Bonds, there was paid to the Issuer by the Purchaser the sum of \$260,000, being the entire principal amount of the Bonds.

11. **SPECIMEN BOND:** Delivered concurrently herewith is a true and accurate specimen of the Bond.

12. CONFLICT OF INTEREST: No director, 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 Legislation and/or the Project or Series 2005 A Facilities, including, without limitation, with respect to the Depository Bank. 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.

[Remainder of Page Intentionally Left Blank]

WITNESS our signatures and the official seal of the REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION on this 28th day of June, 2005.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

DB Bradshaw
Yvonne Hudson
M J S

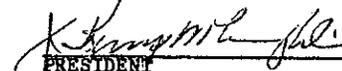
President

Executive Secretary

Counsel to the Issuer

06/23/05
919120.00267

The Court considered routine matters and there being no further business for consideration, the Court recessed until Wednesday, the 31st day of May, 1967.


PRESIDENT

AT A REGULAR SESSION OF THE COUNTY COURT OF KANAWHA COUNTY, WEST VIRGINIA, CONTINUED AND HELD FOR SAID COUNTY AT THE COURTHOUSE THEREOF ON WEDNESDAY, THE 31ST DAY OF MAY, A.D., 1967.

PRESENT: HONORABLE J. KEMP McLAUGHLIN, PRESIDENT, E. S. THOMPSON AND HENRY C. SHORES, GENTLEMEN COMMISSIONERS OF THE COUNTY.

5/11/67
5/22/67
5/26/67

RESOLUTION CREATING AND ESTABLISHING
REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION

WHEREAS, the developmental aspects and problems of the Charleston-Kanawha County, West Virginia, metropolitan region increasingly require the determination of joint solutions, policies and decisions by and between various local governments within the region, and

WHEREAS, the creation of an areawide agency composed of or responsible to the elected public officials of units of general local government is required to foster metropolitan cooperation leading to the formation of policies and decisions relating to the sound and orderly development, and the effective organization and functions, of the metropolitan region, and the study, resolution, and solution of issues raised by regional problems; and

WHEREAS, various and several Acts of the United States of America which provide grants-in-aid to localities of funds to be used for public purposes as set forth in the Acts required a responsible agency to receive and expend such funds,

NOW, THEREFORE, BE IT RESOLVED that the County Court of Kanawha County does hereby create and establish a public agency to be known as REGIONAL DEVELOPMENT AUTHORITY of Charleston-Kanawha County, W. Va., Metropolitan Region, which agency is hereby designated and accepted as the official agency concerned with the developmental aspects and problems of the Charleston-Kanawha, West Virginia metropolitan region, which region shall be the same geographical area established by the United States Bureau of the Budget as the Charleston, West Virginia Standard Metropolitan Statistical Area; said agency is created as a public corporation to a) promote, develop and advance the economic welfare and business prosperity and the environmental, educational, cultural and recreational growth of the metropolitan region and the various communities therein and to otherwise exercise the rights, duties, authority and power provided by Article 12, Chapter 7, of the Code of West Virginia (County Development Authorities) which is made a part hereof fully and completely as if the same were set forth at length herein; b) exercise functions provided by Article 16, Chapter 8 of the Code of West Virginia (Flood Control Project), which is made a part hereof fully and completely as if the same were set forth at length herein; c) represent the region to the appropriate and legal extent as a part of the Economic Development Area authorized for establishment by the United States Secretary of Commerce under the Public Works and Economic Development Act of 1965; d) represent the Charleston-Kanawha County area as a part of Economic Area designated by the Governor of West Virginia under the Appalachian Regional Development of 1965, e) function as an areawide agency and organization composed of public officials representa-

tiva of the political jurisdictions within the metropolitan region as identified in the Housing and Urban Development Act of 1965, for the purpose of undertaking studies, developing programs and engaging in other activities relating to metropolitan development projects, developmental aspects of the metropolitan region, and the solution of metropolitan or regional problems; f) to recommend, effectuate, implement and promote projects, programs and activities leading to the general improvement of living environment, community or public facilities and services in the metropolitan region; g) to cooperate with and avail itself of facilities, assistance or funds of the State of West Virginia Department of Commerce or the West Virginia Industrial Development Authority or departments or agencies of the United States of America; and f) to do, carry out, and perform other appropriate activities and programs permitted by Federal, State and local law, and

BE IT RESOLVED FURTHER that the REGIONAL DEVELOPMENT AUTHORITY of Charleston-Kanawha County, W. Va. Metropolitan Region is created and established herewith as successor the Kanawha County Development Authority, itself a successor to to/The Business and Development Corporation, and

BE IT FURTHER RESOLVED that the following named persons be and they are hereby appointed members of the Board of Members of the said REGIONAL DEVELOPMENT AUTHORITY of Charleston-Kanawha County, W. Va. Metropolitan Region, to wit:

<u>NAME</u>		<u>TERM</u> <u>Year Ending</u>
Mr. Rudy Seacrist	Mayor of Belle, W. Va.	May 30, 1968
Mr. Arnold Hustead	Mayor of Cedar Grove, W. Va.	May 30, 1968
Mr. Elmer Dodson	Mayor of Charleston, W. Va.	May 30, 1970
Mr. Buryl White	Mayor of Chesapeake, W. Va.	May 30, 1968
Mr. Arlie Gallian	Mayor of Clendenin, W. Va.	May 30, 1969
Mr. Fred Young	Mayor of Dunbar, W. Va.	May 30, 1969
Mr. Donald Johnson	Mayor of East Bank, W. Va.	May 30, 1969
Mr. Joe Pell	Mayor of Glasgow, W. Va.	May 30, 1969
Mr. Curtis W. Sutphin	Mayor of Marmet, W. Va.	May 30, 1968
Mr. W. W. Alexander	Mayor of Nitro, W. Va.	May 30, 1968
Mr. William Hansford Baughan	Mayor of Pratt, W. Va.	May 30, 1969
Mr. L. O. McIlwain	Mayor of South Charleston, W. Va.	May 30, 1968
Mr. Averill L. Ramsey	Mayor of St. Albans, W. Va.	May 30, 1969
Mr. J. Kemp McLaughlin	President of County Court of Kanawha County	May 30, 1969
Mr. Fred A. Otto	President, Charleston Area Chamber of Commerce	May 30, 1968
Mr. Ernest H. Gilbert, Jr.,	Attorney-at-Law	May 30, 1970
Mr. Eugene A. Carter	President, Teamsters Local Union No. 175	May 30, 1970
Mr. Bernard H. Jacobson	Industrialist	May 30, 1970
Mr. Philip H. Hill	Attorney-at-Law	May 30, 1970

BE IT FURTHER RESOLVED that the County Court cause such members to be notified to assemble on the 30th day of May, 1967, for the purpose of organizing said Board by adopting bylaws, electing an Executive Committee and taking action on any and all matters which may be brought before said Board at that time.

/s/ E. S. Thompson

/s/ Henry C. Shores

The Court considered routine matters and there being no further business for consideration, the Court recessed until Thursday, the 1st day of JUNE, A.D., 1967.

J. Kemp McLaughlin
PRESIDENT

AT A REGULAR SESSION OF THE COUNTY COURT OF KANAWHA COUNTY, WEST VIRGINIA, CONTINUED AND HELD FOR SAID COUNTY AT THE COURTHOUSE THEREOF ON THURSDAY, THE 1ST DAY OF JUNE, A.D., 1967.

PRESENT: HONORABLE J. KEMP McLAUGHLIN, PRESIDENT, E. S. THOMPSON AND HENRY C. SHORES, GENTLEMEN COMMISSIONERS OF THE COUNTY.

RE: JOHN HAYMAKER - DEPUTY SHERIFF

This day came John Haymaker, the duly appointed Deputy Sheriff in Charleston District, Kanawha County, West Virginia, and qualified by taking the oath of office.

Thereupon, the said John Haymaker, together with National Surety Corporation, his surety, entered into and acknowledged a bond in the penalty of \$3,500.00, conditioned according to law, and took the oath required by law.

RE: NOTARY APPLICATIONS

Upon application of William M. Woodroe and L. M. Taylor for appointment as Notaries Public in and for Kanawha County, West Virginia, it was shown to the satisfaction of this Court that said applicants is a resident of the County for which they seek appointment, that they are competent to perform the duties of said office, and that they are a person of good moral character.

The Court considered routine matters and there being no further business for consideration, the Court recessed until Friday, the 2nd day of June, A.D., 1967.

J. Kemp McLaughlin
PRESIDENT

AT A REGULAR SESSION OF THE COUNTY COURT OF KANAWHA COUNTY, WEST VIRGINIA, CONTINUED AND HELD FOR SAID COUNTY AT THE COURTHOUSE THEREOF ON FRIDAY, THE 2ND DAY OF JUNE, A.D., 1967.

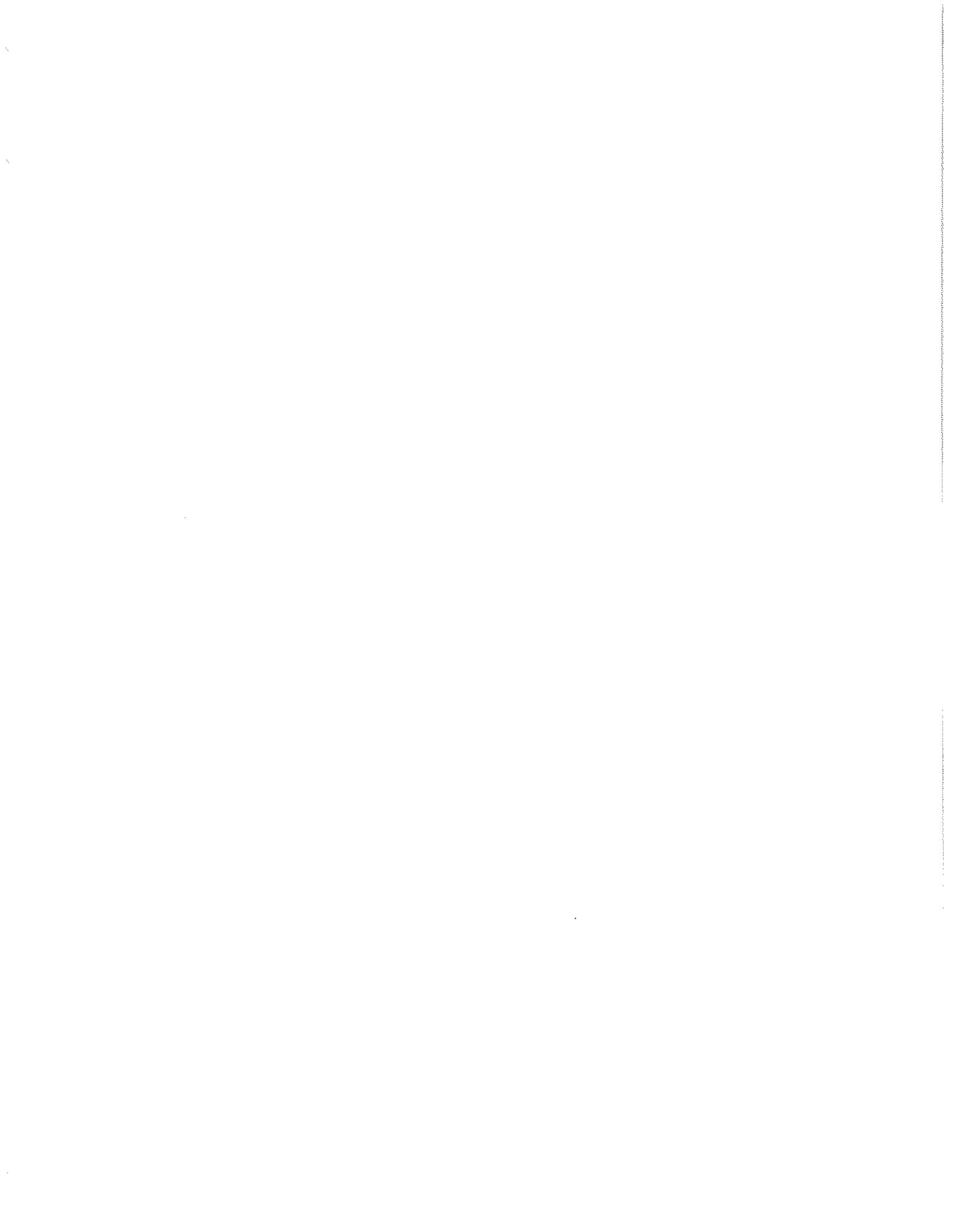
PRESENT: HONORABLE J. KEMP McLAUGHLIN, PRESIDENT, E. S. THOMPSON AND HENRY C. SHORES, GENTLEMEN COMMISSIONERS OF THE COUNTY.

(STATE OF WEST VIRGINIA,

At an Intermediate Court for Kanawha County held at the Court House thereof on the 2nd day of June, 1967.)

IN RE: APPOINTMENT OF PROBATION OFFICER
ARTHUR W. HAMON

ALMA Y. KING, Notary Public
This is a true copy from the records
Teste: ALMA Y. KING, C
Kanawha County Commis
Dated 6-17-67 By *[Signature]*
Deputy



A REGULAR MEETING OF THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, WAS HELD ON THE 23rd DAY OF AUGUST 2001 IN THE COURTROOM OF THE COUNTY COMMISSION LOCATED IN THE KANAWHA COUNTY COURTHOUSE IN CHARLESTON, WEST VIRGINIA, BEGINNING AT 5:00 P.M.

THE FOLLOWING MEMBERS WERE PRESENT:

W. KENT CARPER, PRESIDENT
DAVE HARDY, COMMISSIONER

THE FOLLOWING MEMBER WAS ABSENT:

HENRY C. SHORES, COMMISSIONER

THE ORDERS, RESOLUTIONS AND ORDINANCES AS SET FORTH ON THE FOLLOWING PAGES WERE ADOPTED:

8-23-2001	2001-408	ORDER CONFIRMING AND APPROVING CASH DISBURSEMENTS TO BE MADE BY THE CLERK OF THE KANAWHA COUNTY COMMISSION - GENERAL FUND
8-23-2001	2001-409	ORDER CONFIRMING AND APPROVING CASH DISBURSEMENTS TO BE MADE BY THE CLERK OF THE KANAWHA COUNTY COMMISSION - SPECIAL FUND
8-23-2001	2001-410	APPROVAL OF ERRONEOUS ASSESSMENT EXONERATIONS SUBMITTED BY THE KANAWHA COUNTY ASSESSOR
8-23-2001	2001-411	APPROVAL FOR CORRECTION OF ERRONEOUS ASSESSMENTS PERSONAL PROPERTY CANCELED TICKETS
8-23-2001	2001-412	AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE GENERAL FUND LINE ITEM #001-802.00-5-68.00 IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR THE 2001-2002 CONTRIBUTION TO C.A.R.E.S
8-23-2001	2001-413	AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE GENERAL FUND LINE ITEM #001-801.00-5.68 IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FOR THE 2001-2002 CONTRIBUTION TO SHAWNEE HILLS

- | | | |
|-----------|----------|--|
| 8-23-2001 | 2001-414 | AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE GENERAL FUND LINE ITEM #001-401.00-5-67.00 IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) AND DEPOSIT INTO THE HEALTH FUND LINE ITEM #372-388-00.00 |
| 8-23-2001 | 2001-415 | AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, POLLUTION CONTROL REVENUE BOND, 1977 SERIES (FMC CORPORATION PROJECT) NO. R-263 |
| 8-23-2001 | 2001-416 | ADOPTION OF THE SUBDIVISION AND BUILDING PERMIT FEES FOR KANAWHA COUNTY, WEST VIRGINIA, AS AMENDED |
| 8-23-2001 | 2001-417 | AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN A HOLD-HARMLESS AGREEMENT BETWEEN THE CITY OF CHARLESTON AND THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, FOR THE KANAWHA COUNTY FAIR – FIRE TRUCK PARADE |
| 8-23-2001 | 2001-418 | AUTHORIZATION BY THE KANAWHA COUNTY COMMISSION FOR ITS PRESIDENT TO SIGN A CONTRACT AND AGREEMENT BETWEEN THE KANAWHA-CHARLESTON BOARD OF HEALTH AND THE KANAWHA COUNTY COMMISSION |
| 8-23-2001 | 2001-419 | AUTHORIZATION BY THE KANAWHA COUNTY COMMISSION FOR ITS PRESIDENT TO SIGN A RELEASE AND SUBSTITUTION OF COLLATERAL |
| 8-23-2001 | 2001-420 | AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE GENERAL FUND LINE ITEM #001-401.00-5-68.93 IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) TO YEAGER AIRPORT FOR USE TO ENHANCE AND IMPROVE AIR SERVICE |

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BOOK 220 PAGE 499

8-23-2001	2001-421	AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT WITH BB&T FOR THE FMA 2000 FUND AND CORRESPONDING SIGNATURE CARD
8-23-2001	2001-422	AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT WITH BB&T FOR THE BUILDING DEMOLITION FUND AND CORRESPONDING SIGNATURE CARD
8-23-2001	2001-423	AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT WITH BB&T FOR THE MIT SSC-4 FUND AND CORRESPONDING SIGNATURE CARD
8-23-2001	2001-424	AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT WITH BB&T FOR THE HUD 98 FUND AND CORRESPONDING SIGNATURE CARD
8-23-2001	2001-425	AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A FEDERAL ANNUAL CERTIFICATION REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 1998
8-23-2001	2001-426	AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A FEDERAL ANNUAL CERTIFICATION REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 1999
8-23-2001	2001-427	AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A FEDERAL ANNUAL CERTIFICATION REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2001
8-23-2001	2001-428	RICHARD MILAM – CITY OF ST. ALBANS – APPOINTMENT TO REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON, KANAWHA, COUNTY, WEST VIRGINIA METROPOLITAN REGION

8-23-2001	2001-429	VOIDED CHECKS BY THE CLERK
8-23-2001	2001-430	AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN AN ANNUAL DEMOLITION AND ASBESTOS ABATEMENT CONTRACT BETWEEN THE KANAWHA COUNTY COMMISSION AND ASTECH CORPORATION FOR FISCAL YEAR 2001-02
8-23-2001	2001-431	BUDGET REVISION #7
8-23-2001	2001-432	PROPOSED KANAWHA COUNTY COMMISSION ORDER TO PROHIBIT VENDORS OWING DELINQUENT TAXES FROM DOING BUSINESS WITH THE KANAWHA COUNTY PUBLIC AGENCIES

Approval of the Minutes of the Kanawha County Commission Meeting of August 9, 2001

Commissioner Hardy moved for approval of the Minutes. Commissioner Carper seconded. Motion carried.

INTRODUCTION OF NEW EMPLOYEES:

Judith J. Fox, Sheriff's Office, \$18,500.00, Annually, (Permanent replacing Janet Darves)

Danny Ray Atkinson, Sheriff's Office, Court Security, \$22,200.00, Annually, (Permanent replacing John Edward Huffman)

John Edward Huffman, Sheriff's Office, Mental Hygiene Commission, \$22,200.00, Annually, (Change in Status, Security to Mental Hygiene replacing Denver E. King)

Denver E. King, Sheriff's Office, Legal Process, \$20,000.00, Annually, (Change in Status, Law Enforcement to Legal Process replacing James Hall)

Chris J. Bowen, Assessor's Office, \$1,333.33, Monthly, (Permanent replacing Bridget Alvis and transfer from Part-time to Full-time)

Commissioner Hardy moved for approval of the new employees. Commissioner Carper seconded. Motion carried.

Kanawha County Commission
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Page Five

**Approval of Erroneous Assessment Exonerations submitted by
the Kanawha County Assessor**

Commissioner Hardy moved for approval of the Erroneous Assessment Exonerations. Commissioner Carper seconded. Motion carried.

**Approval for Correction of Erroneous Assessments Personal
Property Canceled Tickets**

Commissioner Hardy moved for approval of the Correction of Erroneous Assessments Personal Property Canceled Tickets. Commissioner Carper seconded. Motion carried.

**Discussion regarding the release of trash/ pollution by the Corps of
Engineers into the Kanawha River, Kanawha County, and West
Virginia – Resolution**

Commissioner Carper
Norm Steenstra, CAG
Marty Tighe, Community Planning and Development

Commissioner Carper stated the Corps of Engineers released over two acres of debris into the river after a clean up by county volunteers on August 10th through the 12th. Congresswoman Capito stated she is very interested in this issue and has stated she will work with the County to stop this kind of dumping in the future. Commissioner Carper read and moved for approval of the Resolution to work with the Corps of Engineers to make an effort to eliminate the debris dumping at the point of its collection and work in concert with those who volunteer to clean up the river and eliminate the necessity of dumping pollutants back into the river once contained. Commissioner Hardy seconded. Motion carried. Commissioner Carper directed Marty Tighe and Steve Hutchens to work with Mr. Steenstra in concert with the Corps of Engineers to prevent this debris from being placed in the river. Commissioner Carper directed a special meeting be set with Congresswoman Capito to further discuss this issue. Mr. Tighe will coordinate these efforts on the county level.

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RESOLUTIONS

Resolution to Advantage Valley concerning the proposal of moving the Lottery Commission out of Kanawha County

This matter was continued.

Contract for collecting 11,000 delinquent tax accounts

The Honorable Dave Tucker
The Honorable Michael Clifford
Commissioner Carper

Commissioner Carper stated there are approximately 11,000 delinquent Personal Property tax accounts for this fiscal year. Mr. Clifford stated the five-year statute of limitations would end in September. Commissioner Carper stated a time frame and matrix needed to be set up in order to collect the delinquent taxes. Mr. Clifford stated changes needed to be made through the Legislature, which changes could then be applied to the collection of taxes from the delinquent taxpayers. Commissioner Hardy inquired as to allowing the delinquent taxes to be turned over to a collection agency. Commissioner Carper stated there is an Attorney General's Opinion that delinquent taxes cannot be collected on a contingency basis. Commissioner Hardy moved for approval of the invoice to Pullin, Knopf, Fowler & Flanagan in the amount of \$97,845.50. Commissioner Carper seconded. Motion carried. Commissioner Hardy requested a monthly invoice from the law firm and further directed Allen Bleigh and Marc Slotnick review the invoice prior to approval by the Commission. Commissioner Carper moved to approve the Sheriff to enter into a contractual agreement with the Prosecuting Attorney to proceed with the collection of the taxes. Commissioner Hardy seconded. Motion carried. Commissioner Carper inquired how much of a budget would be needed at this time and then made the decision to set aside \$35,000 with an appearance before the Commission should any further funding be needed. Commissioner Carper also stated he felt interest should be added to these accounts, possibly in the range of 9%, with an explanation in the first paragraph of the collection letters.

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Resolution for Lynette Maselli

Commissioner Hardy read and approved the Resolution for Lynette Maselli for her years of newscasting and entertainment. Commissioner Carper seconded. Motion carried.

**Discussion regarding the Judicial Annex renovations
Review Drawings for final approval and discussion to include
redesigning of plumbing**

Mel Jacobson, Buchart – Horn, Inc.
The Honorable Charles E. King, Jr., Chief Judge
The Honorable Louis H. Bloom, Circuit Judge
Bill Murray, Court Administrator

Chief Judge King requested the Commission approval the drawings and move to the next set of drawings (contract document stage) for final approval. Commissioner Hardy moved to approve the drawings as amended in red. Commissioner Carper seconded. Motion carried. Mr. Jacobson presented a proposed drawing of the changes to the Judicial Annex Building, which drawings show a tie-in to the stone Courthouse.

**Discussion regarding proposed funding in the amount of \$21,500 for
West Virginia Health Right, Inc.**

Commissioner Carper
Pat White

Ms. White stated she is requesting funding for nursing training with regards to breast cancer and cervical cancer screening programs provided by the West Virginia Health Right. The funding would be channeled through the Kanawha-Charleston Health Department, which also provides funding for these screenings. Commissioner Carper asked for acknowledgement from Ms. White that this would be a one-time contribution. Commissioner Hardy moved for funding in the amount of \$30,000. Commissioner Carper seconded. Motion carried.

**Discussion regarding Shawnee Hills use of County Commission
Bonding Authority**

Martha Eades, CPA, President and CEO

Commissioner Hardy moved for approval of bonding authority from the Building Commission in the amount of \$600,000 this year and \$1,100,000 for the next fiscal year. Commissioner Carper seconded. Motion carried.

Hearing in the Matter of the Estate of Estelle M. Childers

Raymond Keener, III, Fiduciary Commissioner
Cecil Cummings, Fiduciary Supervisor
Rhonda L. Dunn
Paul Dunn

Ms. Dunn stated she disagreed with the decision made by the Fiduciary Commissioner and Attorney Charnock. Ms. Dunn stated at the time of her grandmother's death, there were no Certificates of Deposit. Mr. Keener stated he felt the CDs should not have been cashed but rather made a part of the estate as Ms. Dunn was on the account as a convenience only. After hearing the evidence of both sides, Commissioner Carper stated Ms. Dunn would be allowed a five-day period to submit documentation from the nursing home stating Mrs. Childers was not expected to pass away within a short period of time but rather placed in the nursing home to build up her strength prior to going home. A ruling in this matter is to be submitted within 30 days. A transcript is attached hereto and made a part of the evidence. Commissioner Hardy moved to end the hearing. Commissioner Carper seconded. Motion carried.

Discussion regarding funding for Potential Water Line Extensions for Spring 2002

Commissioner Hardy
Mark Sankoff, West Virginia-American Water Company

Commissioner Hardy stated requests have been received regarding the County funding water line extensions. Commissioner Carper directed staff to review the recommendations made by the Water Company prior to making a decision on funding. Commissioner Hardy moved to look at funding \$500,000 on water extensions. Commissioner Carper seconded. Motion carried. This matter is continued until the September 6th Commission meeting for further discussion. Commissioner Hardy moved to fund the Rabel Road and the Page Drive water projects. Commissioner Carper seconded. Motion carried.

Discussion regarding Commission's role of redistricting Magisterial Districts (Based on the last ten years with the loss of population in District One, need to redistrict prior to January 14, 2002, change will be effective prior to the May Primary Election/Precinct Consolidation)

Commissioner Carper
The Honorable Alma Y. King, County Clerk
Vera McCormick, Registrar

Commissioner Carper stated this matter needs to be reviewed to determine if the two precincts actually need to be changed. Additionally, the Commission will have a decision in making the change and have sound reasoning behind the change from the Secretary of State's Office. Mrs. McCormick is to contact the Secretary of State's Office to find out if this is mandatory or just suggestive and report back to the Commission with her findings.

Update regarding Elk/Pinch PSD

Discussion regarding (Letter received from Robert A. Goldberg, Attorney)
David Bostic

Commissioner Carper stated this matter is in the process of being settled for approximately \$400,000 to \$600,000. Commissioner Carper further directed staff to correspond with the PSD and ask if this is true and what the plan is to extend their customer base.

Discussion regarding West Virginia Housing Development Fund's Low-Income Housing Tax Credit Program – Notification of the Local Jurisdiction – Mill Creek Landing and Lynnelle Landing

Commissioner Carper
David Bostic
Susan Blake

Mrs. Blake stated this type of request is presented to the Commission once or twice a year. Commissioner Carper moved to adopt a fee for this program in the amount of \$250 to cover advertising and the cost of a public hearing. Commissioner Hardy seconded. Motion carried.

Update regarding Sissonville Public Service District

(Continued from July 12 and August 9)

David Bostic

Mr. Slotnick stated he needed authorization from the Commission to appoint a receiver in this matter. Commissioner Hardy moved to authorize Mr. Slotnick to appoint a receiver by the name of Robert Williams. Commissioner Carper seconded. Motion carried.

Discussion regarding the 2001 LLEBG Award

Commissioner Carper

Cpl. Jess Bailes

Corporal Bailes recommended using this funding from this federal grant (\$105,000) for MDT's. Commissioner Hardy moved for approval of this expenditure. Commissioner Carper seconded. Motion carried.

Discussion regarding proposed adoption of Kanawha County Travel Policy (Additional staff work required)

Commissioner Carper

Joan Baldwin, Supervisor, Accounting Division, County Clerk's Office

Allen Bleigh

This matter is continued to the September 6th Commission meeting.

Discussion regarding The Upper Kanawha Valley Enterprise Community including but not limited to Dilapidated Housing, Grant Activity, Budgetary Activity

Ben Newhouse

Commissioner Hardy stated he was very displeased that Mr. Newhouse could not attend tonight's meeting and directed Mr. Blue to contact Mr. Newhouse to attend the September 6th Commission meeting. Commissioner Hardy stated he wanted Mr. Newhouse placed on the agenda for 5:15 p.m. to discuss the moving of the organization. Commissioner Carper moved to correspond with the Board of Directors indicating it would be inappropriate to move anywhere other than the Chelyan Elementary School. Commissioner Hardy seconded. Motion carried.

Proposed Kanawha County Commission Order to prohibit Vendors owing Delinquent Taxes from doing business with Kanawha County Public Agencies

W. Kent Carper, President
Marc Slotnick
Jerie Whitehead

Commissioner Hardy moved for approval and adoption of the Order to prohibit vendors owing delinquent taxes from doing business with Kanawha County public agencies. Commissioner Carper seconded. Motion carried.

Review of the establishment of operational hours - Kanawha County Government

Commissioner Carper

Commissioner Carper stated with the change in the statehouse hours. Commissioner Carper further stated he would like to discuss this matter with the elected officials in order to receive input on the increase in hours. Mr. Blue is to review if Commission staff can stagger the office hours to accommodate the increase in hours with no increase in overtime and report back at the September 6th Commission meeting.

Discussion regarding proposed funding request from Belle Historical Restoration Society, Inc., for up to \$25,000, for the "Old Stone House" Heritage Park

Commissioner Carper stated this matter was voted on two years ago for funding up to \$25,000 but stated there were certain matters, which needed to be reviewed prior to releasing this funding.

Discussion regarding formation of Health Care Cost Containment Task Force for Kanawha County

Commissioner Carper

This matter was continued until a future Commission meeting.

Public Comment

County Manager's Report

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Discussion regarding the implementation of e-mail with commission office and outside county agencies

Commissioner Carper stated the email program needs to be utilized rather than using the handwritten notes. Commissioner Carper stated a policy needs to be written to address this issue.

Update regarding comprehensive security plan for the Judicial Annex

Mr. Blue stated the only interest shown in writing the security plan is by a group out of . Commissioner Hardy directed Mr. Blue to contact the Sheriff's Department one more time to see if they are interested in writing the plan.

Mr. Blue stated he needed direction from September 18 (Tuesday morning) 8:00 a.m. to hold the next Commission meeting.

Discussion regarding the status of Kanawha County Recycling Program for the Courthouse and outside county agencies - Resolution

Commissioner Carper directed that Steve Hutchens work with the Solid Waste Authority to practice good recycling habits throughout the Courthouse and all outside county agencies. Commissioner Carper moved to adopt a recycling program/clear policy and appoint a county staff person to work on the recycling program closely. Commissioner Hardy seconded. Motion carried.

Assistant County Manager's Report

County Attorney's Report

Commissioner's Report/Agenda Setting

Staff Reports

Order Confirming and Ratifying Supervisor's Report of Claims and Short Settlement Reports

Order Confirming and Ratifying Supervisor's Report of Claims and Settlement Reports

Commissioner Hardy moved for approval of the Orders Confirming and Ratifying the Supervisor's Report of Claims and Short Settlement Reports and Settlement Reports. Commissioner Carper seconded. Motion carried.

FIDUCIARY

Order Declaring Re-Opened Estate Closed in the Matter of the Estate of Lola Lynn a/k/a Lola Louise Lynn
Order Setting a Hearing before the County Commission in the Matter of the Estate of Vernon F. Lyons
Order in the Matter of the Estate of Maxine Silman
Order Declaring Re-Opened Estate Closed in the Matter of the Estate of Louise Stennett Turner

Commissioner Hardy moved for approval of the Fiduciary Orders. Commissioner Carper seconded. Motion carried.

PURCHASE ORDERS

Belle Volunteer Fire Department, \$8,634.00, reimburse fire truck payment as per Letter of Intent
Central WV Regional Airport Authority Yeager, \$10,000.00, Contribution for National Guardsmen Memorial Monument to be located @ Yeager Airport
Kanawha County Solid Waste Authority, \$8,436.10, final installment of Fiscal Year 2000 DNR Grant
Marmet Community Fire Department, Inc., \$10,000.00, reimburse fire truck payment as per Letter of Intent
Pullin, Knopf, Fowler & Flanagan, PLLC, \$97,845.50, Kanawha County Commission, Legal Services for Delinquent Tax Collections from 2/01/01 to 4/30/01
Town of Belle, \$25,000.00, contribution for roof repairs as per Kanawha County Commission on July 6, 2000
West Virginia Waste Services, Inc., \$14,079.00, May 2001 Clean-Up At Quincy

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WV Association of Rehab. Facilities, Inc., \$41,496.00, janitorial services Contract for Fiscal Year 2001-2002 for public areas of the Annex and Courthouse with the addition of Courtroom 4, weekly cleaning & Bi-annual strip and wax to existing areas per contract bid December 1999 – second year of three-year contract

ZDS Design/Consulting Services, \$35,582.36, Invoice #1834, engineer design fees for Judicial Annex HVAC, plumbing and fire protection renovations through July 31, 2001 (based on 25% of estimated fees of \$152,950.00: a total of 40% has been paid to date) reimburse expenses through July 31, 2001

Commissioner Hardy moved for approval of the Purchase Orders. Commissioner Carper seconded. Motion carried.

ORDERS

Order Confirming and Approving Cash Disbursements to be Made by the Clerk of the Kanawha County Commission – General Fund - \$556,606.73

Order Confirming and Approving Cash Disbursements to be Made by the Clerk of the Kanawha County Commission - Special Funds – \$213,892.69

Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-802.00-5-68.00 in the amount of Fifty Thousand Dollars (\$50,000.00) for the 2001-2002 contribution to C.A.R.E.S.

Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-801.00-5-68.00 in the amount of Twenty Thousand Dollars (\$20,000.00) for the 2001-2002 contribution to Shawnee Hills

Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-401.00-5-67.00 in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) and deposit into the Health Fund Line Item #372-388-00.00

Authorization for the President of the Kanawha County Commission to Sign County Commission of Kanawha County, West Virginia, Pollution Control Revenue Bond, 1977 Series (FMC Corporation Project) No. R-263

- Adoption of the Subdivision and Building Permit Fees for Kanawha County, West Virginia, as amended
- Authorization for the President of the Kanawha County Commission to sign a Hold-Harmless Agreement between the City of Charleston and the County Commission of Kanawha County, West Virginia, for the Kanawha County Fair – Fire Truck Parade
- Authorization by the Kanawha County Commission for its President to sign a Contract and Agreement between the Kanawha-Charleston Board of Health and the Kanawha County Commission
- Authorization by the Kanawha County Commission for its President to sign a Release and Substitution of Collateral
- Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-401.00-5-68.93 in the amount of One Hundred Thousand Dollars (\$100,000.00) to Yeager Airport for use to enhance and improve air service
- Authorization for the President of the County Commission to sign a Resolution and Agreement for Deposit Account with BB&T for the FMA 2000 Fund and Corresponding Signature Card
- Authorization for the President of the County Commission to sign a Resolution and Agreement for Deposit Account with BB&T for the Building Demolition Fund and Corresponding Signature Card
- Authorization for the President of the County Commission to sign a Resolution and Agreement for Deposit Account with BB&T for the MIT SSC-4 Fund and Corresponding Signature Card
- Authorization for the President of the County Commission to sign a Resolution and Agreement for Deposit Account with BB&T for the HUD 98 Fund and Corresponding Signature Card
- Authorization for the President of the County Commission to sign a Federal Annual Certification Report for the Fiscal Year ended June 30, 1998
- Authorization for the President of the County Commission to sign a Federal Annual Certification Report for the Fiscal Year ended June 30, 1999
- Authorization for the President of the County Commission to sign a Federal Annual Certification Report for the Fiscal Year ended June 30, 2001
- Richard Milam – City of St. Albans – Appointment to Regional Development Authority of Charleston, Kanawha County, West Virginia, Metropolitan Region ✓

Voided Checks by the Clerk
Authorization for the President of the Kanawha County Commission
to sign an Annual Demolition and Asbestos Abatement Contract
between the Kanawha County Commission and Astech Corporation
for Fiscal Year 2001- 02

Commissioner Hardy moved for approval of the Orders. Commissioner
Carper seconded. Motion carried.

LETTERS OF INTENT

Town of East Bank, \$100,000, contribution for Town Hall Building
Improvements as approved by the Kanawha County Commission on
August 9, 2001
City of St. Albans, \$12,500, St. Albans Women's Club Electrical Work
as approved by the Kanawha County Commission on August 9, 2001

Commissioner Hardy moved for approval of the Letters of Intent.
Commissioner Carper seconded. Motion carried.

F.Y. 2001-2002 GENERAL FUND LINE ITEM REVISIONS

001-401.00-5-68.00	Co Comm Contributions	(\$12,500.00)
001-401.00-5-68.58	Contr. to City of St Albans	12,500.00
001-701.00-1-08.02	Legal Process Temporary	(\$2,000.00)
001-701.00-1-08.01	Legal Process Overtime	2,000.00

Commissioner Hardy moved for approval of the General Fund Line Item
Revisions. Commissioner Carper seconded. Motion carried.

F.Y. 2001-2002 GENERAL FUND BUDGET REVISION
BUDGET REVISION #7

REVENUE:

001-322-04.00	Fed Grants-Kan Jump	\$5,408.00
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EXPENDITURE:

001-430.00-5-68.00	Comm Develoment	(\$4,400.00)
001-700.00-2-21.00	LED Training	(12,500.00)
001-401.00-1-03.01	Co Comm Fulltime	2,333.00
001-405.00-1-03.01	Pros Atty Fulltime	3,075.00
001-978.00-4-59.00	Pros Atty Equipment	4,400.00
001-980.00-4-59.02	LED Vehicles	12,500.00

To record reimbursement of salary expenditures made under Kan-JUMP program

Commissioner Hardy moved for approval of the Budget Revision #7.
Commissioner Carper seconded. Motion carried.

F.Y. 2001-2002 COAL SEVERANCE FUND LINE ITEM REVISIONS

002-439.00-5-68.00	Developing	(\$50,000.00)
002-439.00-5-68.89	Town of Belle	25,000.00
002-439.00-5-68.92	Belle Historical Restoration Society	25,000.00

Contribution to assist with replacement of roof on Town Hall; for development of old stone house into Heritage Park.

Commissioner Hardy moved for approval of the Coal Severance Fund Line Item Revisions. Commissioner Shores seconded. Motion carried.

NEW BUSINESS

Supplemental Voucher, Capitol Solutions, Inc., \$2,025.00, repair computer network in Home Confinement
Supplemental Voucher, Center WV Regional Airport Authority, \$10,000.00, contribution for National Guardsmen Memorial
Supplemental Voucher, Human Resources Council, \$199.00, registration for Denise Tucker to attend one-day seminar fundamentals of Personnel Law
Supplemental Voucher, Town of Belle, \$25,000.00, contribution for roof repairs for F.Y. 01-02 as per Kanawha County Commission on July 6, 2000

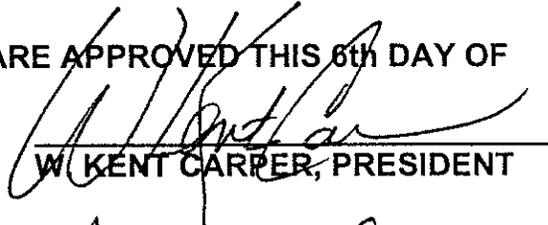
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- Supplemental Voucher, West Virginia State Bar, \$195.00, Cecil Dryden Cummings, Fiscal Year 2001-2002 dues
- Supplemental Voucher, C.A.R.E.S., \$50,000.00, contribution
- Supplemental Voucher, Shawnee Hills, Inc., \$20,000.00, contribution
- Supplemental Voucher, Yeager Airport, \$100,000.00, to improve air service
- Supplemental Voucher, Pullin, Knopf, Fowler, & Flanigan, PLLC, \$97,845.50, Legal Services for Delinquent Taxes
- Supplemental Voucher, U.S. Postmaster, \$4,999.00, Postage for Meter
- Supplemental Voucher, U.S. Postmaster, \$4,999.00, Postage for Meter
- Supplemental Voucher, WV Waste Services, Inc., \$14,079.00, May 2001 Clean Up at Quincy
- Supplemental Voucher, Marlton Risk Management, \$12,183.39, Marlton Risk/Stopl 8/2001
- Supplemental Voucher, West Virginia State Bar, \$195.00, 2002-2002 membership dues for Steve Sluss

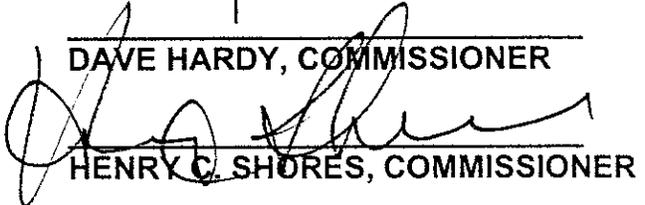
Commissioner Hardy moved for approval of the Supplemental Vouchers. Commissioner Carper seconded. Motion carried.

THE KANAWHA COUNTY COMMISSION MEETING OF AUGUST 23, 2001 RECESSED AT 7:47 P.M. UNTIL THE 6th DAY OF SEPTEMBER 2001 AT 5:00 P.M.

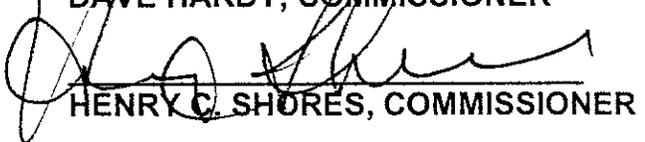
THE FOREGOING MINUTES ARE APPROVED THIS 6th DAY OF SEPTEMBER 2001.



 W. KENT CARPER, PRESIDENT



 DAVE HARDY, COMMISSIONER



 HENRY C. SHORES, COMMISSIONER



COUNTY ATTORNEY

(All proceedings on tape in the Commission Office)

WHEREAS, it is provided by Chapter 7, Article 12, Section 3 of the Code of West Virginia, relating to the Board of Members of County Redevelopment Authorities, that "the city and town council of each municipality located within the county shall submit to the County Court the name of one representative to be appointed to the Board",

NOW THEREFORE BE IT RESOLVED: That the council of the (City) (Town) of St Albans, Kanawha County, West Virginia, does hereby submit to the County Commission of Kanawha County the name of Richard Milan, to be appointed as the representative of said (City) (Town) on the Board of the Regional Development Authority of Charleston, Kanawha County, West Virginia Metropolitan Region, to serve for a term of three years and until (his) (her) successor has been appointed and qualified, unless sooner removed by appropriate action of said council.

BE IT FURTHER RESOLVED: That a certified copy of this resolution be forthwith delivered by the (City) (Town) clerk to the Kanawha County Commission.

I, Barbara Cunningham, Clerk of the (City) (Town) of St Albans, Kanawha County, West Virginia, hereby certify that the foregoing resolution was duly adopted at a (regular) (special) meeting of the council of said (City) (Town) held on August 6, 2001.

Barbara Cunningham
Clerk



City of St. Albans

Mayor
Richard Milam
1499 MacCorkle Avenue
St. Albans, WV 25177

P.O. BOX 1488 - ST. ALBANS, WEST VIRGINIA 25177

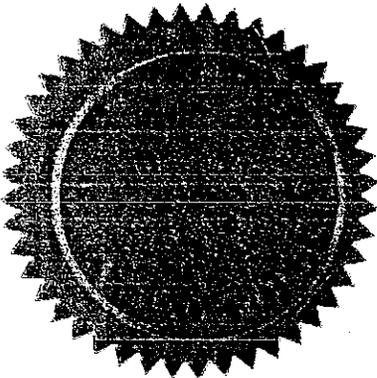
Telephone Numbers:
Mayor's Office . . (304) 727-2971
City Hall 722-3391
Police & Fire Depts. . . 727-2251
Building Department . . 727-2962
Parks & Recreation . . 722-4625
Public Works 722-4259

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA
CITY OF ST. ALBANS

I, Barbara Cunningham, City Clerk for the City of St. Albans, do hereby certify
that the foregoing is a true and correct copy of Resolution No 2001-05

WITNESS MY HAND AND THE SEAL OF THE CITY OF ST. ALBANS, WEST
VIRGINIA, this the 7th day of August A.D. 2001.

Barbara Cunningham
City Clerk
City of St. Albans, WV



COMMUNITY PLANNING
AND
DEVELOPMENT
CITY
KANAWHA COUNTY
01 AUG - 8 PM 3:21

MINUTES

A REGULAR MEETING OF THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, WAS HELD ON THE 11TH DAY OF JULY 2002 IN THE COURTROOM OF THE COUNTY COMMISSION LOCATED IN THE KANAWHA COUNTY COURTHOUSE IN CHARLESTON, WEST VIRGINIA, BEGINNING AT 5:05 P.M.

THE FOLLOWING MEMBERS WERE PRESENT:

DAVE HARDY, PRESIDENT
HENRY C. SHORES, COMMISSIONER
W. KENT CARPER, COMMISSIONER

THE ORDERS, RESOLUTIONS AND ORDINANCES AS SET FORTH ON THE FOLLOWING PAGES WERE ADOPTED:

7-11-2002	2002-365	ORDER CONFIRMING AND APPROVING CASH DISBURSEMENTS TO BE MADE BY THE CLERK OF THE KANAWHA COUNTY COMMISSION - GENERAL FUND
7-11-2002	2002-366	ORDER CONFIRMING AND APPROVING CASH DISBURSEMENTS TO BE MADE BY THE CLERK OF THE KANAWHA COUNTY COMMISSION - SPECIAL FUNDS
7-11-2002	2002-367	EMPLOYMENT OF FRANCES ARTHUR SLATER, HOME CONFINEMENT
7-11-2002	2002-368	APPROVAL OF ERRONEOUS ASSESSMENT EXONERATIONS SUBMITTED BY THE KANAWHA COUNTY ASSESSOR
7-11-2002	2002-369	ORDER CONFIRMING AND APPROVING PROBATE ORDERS ENTERED BY THE CLERK OF KANAWHA COUNTY COMMISSION, WEST VIRGINIA
7-11-2002	2002-370	AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN A SPECIAL CONDITION WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT

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- 7-11-2002 2002-371 AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN AN AGREEMENT BETWEEN THE COUNTY COMMISSION AND THE ADMINISTRATION DIRECTOR OF THE COURTS OF THE STATE OF WEST VIRGINIA FOR THE HIRING OF ONE PERMANENT FULL-TIME PERSON IN THE OFFICE OF THE COUNTY MAGISTRATE COURT CLERK- WORTHLESS CHECK FUND
- 7-11-2002 2002-372 OVERTIME FOR KANAWHA COUNTY COMMISSION EMPLOYEES
- 7-11-2002 2002-373 AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE GENERAL FUND LINE ITEM #011-401.00-5-68.00 IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) PAYABLE TO BIDCO
- 7-11-2002 2002-374 AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE GENERAL FUND LINE ITEM #001-402.00-5-68.00 IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000) TO THE MULTICULTURAL FESTIVAL OF WEST VIRGINIA, INC.
- 7-11-2002 2002-375 CHARLES H. ARMSTRONG- TOWN OF GLASGOW - REAPPOINTMENT TO THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON, KANAWHA COUNTY, WEST VIRGINIA, METROPOLITAN REGION ✓

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- 7-11-2002 2002-376 ORDER SCHEDULING PUBLIC HEARING IN THE MATTER OF PUBLICATION OF NOTIFICATION FOR PRECINCT NOS. 115, 153/154, 292, 402, 404/406, 407
- 7-11-2002 2002-377 ORDER AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION OF KANAWHA COUNTY TO SIGN A GRANT APPLICATION FOR THE BROWNFIELD PILOT PROJECT IN PARTNERSHIP WITH THE KELLY'S CREEK COMMUNITIES ASSOCIATION, INC. TO RECEIVE FUNDING AVAILABLE THROUGH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
- 7-11-2002 2002-378 AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN LEASE AGREEMENT- BETWEEN THE ELK RIVER COMMUNITY COUNCIL, INC., A WEST VIRGINIA CORPORATION, HEREINAFTER, "LESSOR", AND THE KANAWHA COUNTY SHERIFF'S DEPARTMENT, HEREINAFTER, "LESSEE", AND THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, FOR THE LOCATION OF THE KANAWHA COUNTY SHERIFFS DEPARTMENT
- 7-11-2002 2002-379 COAL SEVERANCE FUND BUDGET REVISIONS NO. 1
- 7-11-2002 2002-380 SALARY ADJUSTMENT FOR COUNTY COMMISSION EMPLOYEE

- 7-11-2002 2002-381 AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE GENERAL FUND LINE ITEM #011-401.00-5-68.00 IN THE AMOUNT OF THIRTY-TWO THOUSAND DOLLARS (\$32,000.00) TO BRIDGE ELEMENTARY SCHOOL
- 7-11-2002 2002-382 AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE COAL SEVERANCE FUND ACCOUNT #022-439.00-5-68.51 IN THE AMOUNT OF TWENTY SEVEN THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY CENTS (\$27,987.50) IN PAYMENT OF RDA 1998B WATER REFUNDING BONDS
- 7-11-2002 2002-383 ORDER AUTHORIZING THE PRESIDENT TO SIGN A CONTRACT AND RESOLUTION FOR THE COURT SECURITY FUND GRANT AWARD OF \$9,226.00 FOR THE 2002 FISCAL YEAR
- 7-11-2002 2002-384 COAL SEVERANCE FUND BUDGET REVISIONS NO. 2
- 7-11-2002 2002-385 COMMISSION MEETINGS TO BEGIN WITH PLEDGE OF ALLEGIANCE
- 7-11-2002 2002-386 NOVEMBER 5, 2002, SPECIAL LEVY ELECTION KANAWHA COUNTY REGIONAL TRANSPORTATION AUTHORITY, A PUBLIC CORPORATION, KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY, A PUBLIC CORPORATION, AND DESIGNATED

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**PUBLIC LAW ENFORCEMENT AGENCIES
AND PUBLIC FIRE PROTECTION
FACILITIES WITHIN KANAWHA COUNTY**

Pledge of Allegiance

Lucas Wagoner was present to lead with Pledge of Allegiance

Moment of Silence and Recognition

**Approval of the Minutes of the Kanawha County Commission
meetings of June 27, 2002**

Commissioner Carper moved for approval of the Minutes. Commissioner Shores seconded. Motion carried.

INTRODUCTION OF NEW EMPLOYEES:

**Carol Shiltz, Circuit Clerk's Office, \$1,500.00, Monthly
(Permanent – New Position)**

**Garrett Jeter, Circuit Clerk's Office, \$1,666.66, Monthly
(Permanent – New Position)**

**Denise M. Lovejoy, Tax Deputy, \$21,000.00, Annually
(Permanent replacing Pam Parsons)**

**Geneva Foster, Prosecuting Attorney, \$22,000.00, Annually
(Change in Status from Part-time to Full-time)**

**Frances Arthur Slater, Home Confinement, \$ _____, Hourly,
(Salary to be set by Commission – Permanent replacing vacant
position)**

Commissioner Carper moved for approval of the new employees.
Commissioner Shores seconded. Motion carried.

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RESOLUTIONS

None

AGENDA ITEMS

**Approval of erroneous assessment exonerations submitted by the
Kanawha County Assessor
Commissioner Hardy
Marc Slotnick, County Attorney**

Commissioner Shores moved for approval of erroneous assessment exonerations. Commissioner Carper seconded. Motion carried.

**Discussion regarding November 5, 2002, Special Levy Election –
Kanawha Valley Regional Transportation Authority, a public
corporation, Kanawha County Emergency Ambulance Authority, a
public corporation, and designated public law enforcement
agencies and public fire protection facilities within Kanawha
County
Commissioner Carper
Brian Helmick, Attorney**

Commissioner Carper moved for the approval regarding the November 5, 2002, Special Levy Election – Kanawha Valley Regional Transportation Authority, a public corporation, and designated public law enforcement agencies and public fire protection facilities within Kanawha County. Commissioner Shores seconded. Motion carried.

**Discussion regarding 2002-2003 Annual Transportation Grant
Kanawha Valley Senior Services, Inc.
Scott McClanahan, Executive Director,**

Commissioner Hardy moved to approve the 2002-2003 Annual Transportation Grant to the Kanawha Valley Senior Services, Inc. Commissioner Shores seconded. Motion carried.

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**Discussion regarding Sheriff's Fiduciary Insurance Recovery Fund,
with discussion to include, but not limited to, the discussion of
unclaimed funds**

**The Honorable Michael T. Clifford
The Honorable Dave Tucker**

Commissioner Carper moved to hear this matter at the next meeting, July 16, 2002. Commissioner Shores seconded. Motion carried.

**Discussion regarding status of County Investments with discussion
to include long-term strategy for investment and security of public
funds**

**Commissioner Carper
H. Craig Slaughter, Executive Director, West Virginia Investment
Management Board
Allen Bleigh**

After a lengthy discussion with Mr. Slaughter and Marie Prezioso from the West Virginia Investment Management Board, regarding our investments, the Commissioners are considering moving some of the county's money out of the state's money market pool and into local banks. The county currently has the bulk of its liquid assets, about \$19.6 million, in the state's government money market pool. The county's money is separate from that which the state invests in stocks, and is not affected by the recent downturn in the market.

Commissioner Carper moved for the staff to look at our investments. A recommendation is to be forthcoming in the next few days and report to the Commission in two weeks. Commissioner Shores seconded. Motion carried.

Discussion regarding Precinct Nos. 153/154 Marmet City Hall

**Commissioner Hardy
The Honorable Alma Y. King, County Clerk
Vera McCormick**

Commissioner Shores moved Precinct Nos. 153/154 to Marmet City Hall. The City has agreed to close City Hall Election Day. Commissioner Hardy seconded. Motion carried.

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**Discussion regarding funding request received from WV Vikings
Association Basketball
Commissioner Shores
Miles C. Cary**

Miles Cary and Coach Watkins discussed the WV Vikings and their trip to Florida. WV Vikings won the WV State Championship.

Commissioner Shores moved for approval of \$5,000.00 to the above funding request for the WV Vikings and report back to the Commission of how the money was spent and stated that this will be the last year the Commission will fund the WV Vikings. Commissioner Carper seconded. Motion carried.

**Discussion regarding contribution to Bridge Elementary School for
recreation equipment
Commissioner Carper
Roger Stanley, Principal
Lisa Wagoner**

Mr. Wagoner gave a presentation of the playground equipment that they are going to purchase and how it will help the local taxpayers in that area. Commissioner Hardy asked if the school is going to be in existence in the future. Mr. Raglin said that it was a fairly new existence and has a future.

Commissioner Shores moved for the approval of \$32,000.00 for playground equipment. Commissioner Hardy seconded. Motion carried.

**Discussion regarding funding request received from Campbell's
Creek Park for playground equipment
Commissioner Hardy
Ken Ellis, President, Park Committee**

Mr. Marshall Holstein represented Mr. Ellis.
Commissioner Hardy moved for \$7,000.00 for the above funding request.
Commissioner Shores seconded. Motion carried.

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Discussion regarding West Dunbar Public Service District
Commissioner Carper
Jim Williams, Attorney
The Honorable William Raglin
The Honorable C. B. Rigney, Mayor
Dave Bostic
Marc Slotnick

Commissioner Carper read the allegations against the West Dunbar Public Service District from the five-page audit made by the WV Department of Public Service Commission. The audit alleges board members paid themselves for meetings they didn't attend; hired family members, didn't keep meeting minutes and had no employee tax records. Mr. Jim Williams, the attorney for the PSD who has also been accused of paying himself \$1,100 for services rendered, stated the State Public Service Commission has not made a ruling on the allegations.

Commissioner Carper moved to dissolve the West Dunbar Public Service District and to terminate the employees and to contact Dunbar PSD. Motion died lack of a second.

Commissioner Carper moved to have this matter placed on the July 16th Agenda for a vote. Commissioner Shores seconded. Motion carried.

Update regarding Guthrie Project
Commissioner Carper
Glenn Martin, Executive Director

Glenn Martin stated that he did some research on this area and found the area has gas, electric and water but the water supply is in ample supply. Mr. Martin stated that there were 13 houses and 6 have been completed. The area needs cleaned up.

Commissioner Carper stated that Mr. Martin report back to the Commission in two weeks with his recommendation.

Discussion regarding the location of METRO 911 calls with GIS
Mapping/addressing of Kanawha County

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**Commissioner Carper
Carolyn Karr Charnock, Executive Director**

Carolyn Charnock stated that Street Style Addresses is the best method for 911 and made a presentation on the merits of assigning physical addresses to all unincorporated parts of Kanawha County. Commissioner Carper asked members of the county's fire departments if they supported addressing. They said it would be helpful. Medics from Kanawha County Emergency Ambulance Authority also indicated they have trouble in outlying areas locating callers who need help. Mrs. Charnock explained this would be the process of changing all the "Route Number, Box Number" to physical street addresses, such as 1202 Loudon Heights Road.

Mrs. Charnock explained that other Centers, with addressing, could do a better job cutting response time by having exact directions for field units. Also, it allows for maps to be used that can graphically show the caller and the closest responder. Commissioner Carper asked what it would take to get the county addressed. Mrs. Charnock explained that it begins with aerial photography of the entire county, which the Assessor's Office has already performed and all believe the uses are compatible.

Then, it would take an ordinance by the County Commission, fieldwork by vendors, adopting and converting the old addresses to the new addresses and public input. President Hardy asked how much the whole process would cost. Mrs. Charnock stated the whole process could cost as much as \$1 million. Commissioner Shores asked if people would be able to keep their route and box numbers. Mrs. Charnock said the names would officially be changed through the Post Office, as part of the final process.

Commissioner Carper stated that he wanted Mrs. Charnock to get the figures together and present the information for the project at a upcoming Commission meeting.

**Discussion to permanently amend the Kanawha County Commission
Agenda to insert Recognition of the Pledge of Allegiance prior to
the Moment of Silence. Discussion will include Commissioner
Carper's proposal that we follow West Virginia Code 18-5-15b
Commissioner Carper**

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Commissioner Carper moved to add the Pledge of Allegiance to the agenda prior to the Moment of Silence and that we follow West Virginia Code 18-5-15b. Commissioner Shores seconded. Motion carried.

Discussion regarding outside mail service
Jerie Whitehead

Mrs. Whitehead stated that she had checked with our vendor with regards of doing background check on the mailman. The Vendor stated that they do not do background checks on their employees.

Commissioner Shores recommended that we do a memorandum to all Elected Officials and asking them what is a reasonable time to cut off their mail. Commissioner Carper made a suggestion of moving the mailman's hours. Jerie stated that the mailman starts at 1:00 p.m. and finishes up at 2:00 or 2:30 p.m. and he comes back for additional mail. Mrs. Whitehead is to check into changing the hours in which the mail is to be picked up.

Update regarding Pond Gap and Mammoth water projects
Commissioner Hardy
Susan Blake
Bill White

Delicate Keener spoke to Mr. Callaghan and he stated with the \$300,000.00 from the Commission and \$40,000.00 from the Budget Digest we now have a very attractive project.

Update regarding funding requests
Allen Bleigh

None

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Update regarding funding request for the Family Enrichment Center
Commissioner Shores
Susan Blake
Jennifer Herrald

Mrs. Blake met with Company Officials to determine which Grants could be applied for in assisting with satisfying part of the indebtedness of the property. Mrs. Blake further stated the Enrichment Center has already applied for the Small Cities Block Grant.

Update regarding grant application for the Judicial Annex Court
Security System
Commissioner Carper
Natalie Zellers
Jennifer Herrald

Commissioner Carper stated that he met with the Supreme Court and we are going to apply for Grants and request for some security and we think we can help bring in between two or four hundred thousand dollars for security needs for the Judicial Annex. Their funding cycle is in October or November. Commissioner Carper stated that we needed to do a letter of intent. This will be over the next two years. Commissioner Carper stated that we shouldn't budget this project.

Discussion regarding recent legislation regarding public nuisance
Ordinances and accelerated demolition program with further
discussion concerning proposal regarding lite safety code
Commissioner Carper
Marc Slotnick

Commissioner Carper stated that the new public nuisance ordinances that passed, we should take a look at this. Take a look at our planning department and lite safety code and increasing our accelerated demolition program and decide whether we are going to pass these ordinances. Commissioner Hardy stated that he got a request for the hate crime grant for the county. Commissioner Carper stated that he had it analyzed by our legal assistant, Jason Witt, and we don't have a legal stand to do it. Commissioner Carper stated that we need to send a letter to the President.

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Mr. Slotnick stated that we have houses that we need to tear down, which are a public nuisance.

Commissioner Carper moved that we get a draft made up and send it to Planning Department and for Planning Department to look at it and make recommendations for the Commission to hold a public hearing and to put up public notices. Place this on our next meeting, July 16, 2002.
Commissioner Hardy seconded. Motion carried.

Discussion regarding Action Plan to ensure quality assurance and tracking system for taxpayer complaints with further discussion regarding scheduling events and routine matters on the Master Calendar
Commissioner Carper

Commissioner Carper stated that we should have a master plan and that we should have Natalie Zellers set up a master calendar.

Discussion regarding transfer and allocation of funds to the Capital Maintenance and Infrastructure Fund for Fiscal Year 2002-2003 Water Projects with a proposed minimum contribution of \$1,000,000.00 to be completed/started in 2002-03
Commissioner Carper

Mark Sankoff was there representing the WV Water Company.

Commissioner Carper moved to contribute one million dollars for water projects and to be completed/started in 2002-03 and apply for grants. Have RDA look at it and get back with the Commission. Motion died lack of a second.

Commissioner Hardy stated that he felt that we have to balance the water and sewer projects and he felt that maybe we should do a few sewer projects. Commissioner Shores stated that he felt that we should do something about our flooding.

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Commissioner Carper moved that we have one million dollars this year and another one million next year for water projects. Send a letter of intent to the WV Water Company. Motion died lack of a second.

Commissioner Hardy stated that we should take this matter up with RDA. We have one million dollars of infrastructure money and for RDA to get back to the Commission on how they would like to put use this money – water/sewer.

Commissioner Carper moved that we have one million dollars this year in infrastructure money and that RDA look at this and see how they feel we should use this money. Motion died lack of a second.

Commissioner Carper stated that we should decide on what sewer projects we are planning to do. Go after some small block money, Coal Severance money and start the process.

Commissioner Hardy stated that he wanted to do Loudendale and Lens Creek sewer projects in the near future.

Commissioner Carper suggested that RDA pick a sewer project and the Commissioner will help put it together.

Commissioner Carper moved to escrow one million dollars, and let RDA review the project. Commissioner Shores seconded. Motion carried.

Commissioner Hardy stated that he supported the one million dollars but he would like to give RDA the courtesy that we have set aside one million dollars and Commissioner Carper would like to do water projects with all of it. Commissioner Hardy wants to do infrastructure, whether it be water or sewer. Mr. Sankoff said the water company is putting in \$300,000.00 for the first million and \$200,000.00 on any additional million. Commissioner Hardy stated that he wouldn't commit to one million next year. Commissioner Carper stated that if we stay on course with our Video Lottery and our Synfuel money, we would be close to doing the one million next year. Commissioner Hardy stated that we might be talking about sewer projects. Commissioner Hardy stated that he agreed with the one million dollars but he wasn't sure that he wanted it all to go for water, maybe one half for water and the other half for sewer. Commissioner

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Carper stated that he wasn't interested in doing sewer projects, since water projects are ready to go, and they are engineered and ready to go. Commissioner Hardy stated that some of the sanitation projects are engineered, not funded. Commissioner Carper stated that we choose one sewer project, go after some small city block money and some coal severance money and do the project. Commissioner Shores stated that he felt that we should tell RDA that we have one million dollars and we want to do water projects, what do you think. Get back to the County Commission but the final decision will be up to the Commission.

Commissioner Carper moved that we have one million dollars for infrastructure, we have debated it at length, and we have water projects that appear to be very valuable and if RDA feels that we shouldn't use all of it for water, we will listen and the Commission will make the final decision. Commission Shores seconded. Motion carried.

**Update regarding demolition of East Bank Junior High
 Commissioner Hardy**

Jerie stated that there will be a pre-demolition meeting next Wednesday, July 17, 2002 and will be getting the asbestos report back on July 25th, 2002. Mrs. Whitehead will be sending letters out to the Mayor of East Bank and council members.

PUBLIC COMMENT

David McCormick, taxpayer, stated that he was against "UNDER GOD" in the Pledge of Allegiance and it should be left out. He stated that "UNDER GOD" wasn't placed in the Pledge of Allegiance until 1954.

COUNTY MANAGER'S REPORT

**Update regarding renovations in the Prosecuting Attorney's Office
 Update regarding Security for Courthouse**

Commissioner Carper moved for the Bids to go out for renovations in the Prosecuting Attorney's Office and the Security for Courthouse as requested by the architect. Commissioner Hardy seconded. Motion carried.

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Commissioner Carper moved that we amend the bid to getting two additional security cameras, and the Sheriff's Department has agreed to monitor the cameras. Commissioner Shores seconded. Motion carried.

DEPUTY COUNTY MANAGER'S REPORT

None

COUNTY ATTORNEY'S REPORT

None

COMMISSIONER'S REPORT / AGENDA SETTING

None

STAFF REPORTS

Objections and Exceptions to Proposed Settlement Report for Estates Advertised in the July 1, 2002, Charleston Gazette and Charleston Daily Mail

None

FIDUCIARY

- Order in the Matter of the Estate of Alexander George Assaley, II
- Order Declaring Re-Opened Estate Closed in the Matter of the Estate of Mary F. Black
- Order in the Matter of the Estate of Maxine Marie Cooper
- Order Declaring Re-Opened Estate Closed in the Matter of the Estate of Lorene L. Gatewood
- Administrative Closing Order in the Matter of the Estate of Matthew David Gwinn
- Order Declaring Re-Opened Estate Closed in the Matter of the Estate of Eva Mae Hearst
- Order in the Matter of the Estate of Donna Hill
- Order in the Matter of the Estate of George R. Kinison
- Order in the Matter of the Estate of Gertrude Fay Parsons
- Order Declaring Re-Opened Estate Closed in the Matter of the Estate of John C. Patterson

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Order Declaring Re-Opened Estate Closed in the Matter of the Estate
 of Dolly D. Thompson
 Order Declaring Re-Opened Estate Closed in the Matter of the Estate
 of Gladys Emogene Thomas
 Order Setting a Hearing before the County Commissioner in the
 Matter of the Will of Arley Clendenin Toler (Probate in Solemn Form)

Commissioner Shores moved for approval of the Fiduciary Orders.
 Commissioner Carper seconded. Motion carried.

PURCHASE ORDERS

Allen's Auto Part & Repair, \$50,000.00, Kanawha County Law
 Enforcement, FY 2002-2003 Auto Repairs for Sheriff's Law
 Enforcement vehicles – July 1, 2002 thru June 30, 2003
 AT & T, \$25,200.00, Kanawha County Law Enforcement, month's data
 circuit for mobile data for July 1, 2002 thru June 20, 2003
 AT & T, \$10,800.00, Kanawha County Law Enforcement, months
 cellular phone service for Sheriff's Law Enforcement Department –
 July 1, 2002 thru June 30, 2003
 Electronic Communications of WV, Inc., \$6,000.00, Kanawha County
 Law Enforcement, months FY 2002-2003 for electronic supplies for
 Sheriff's Law Enforcement Department
 Electronic Communications of WV, Inc., \$6,000.00, Kanawha County
 Law Enforcement, FY 2002-2003 for electronic repairs for Sheriff's
 Law Enforcement vehicles
 Electronic Communications of WV, Inc., \$7,740.00, Kanawha County
 Law Enforcement, month maintenance agreement for Sheriff's Law
 Enforcement
 Elk River Community Council Education Center, \$7,000.00, Kanawha
 County Law Enforcement, grant subsidy for rental space at the Elk
 River Community Center for LED/Tax Department
 Handley Volunteer Fire Department, Inc., \$20,000.00, purchase of a
 1980 American La France Fire Truck to replace wrecked 1977
 American La France
 Lanier Worldwide Inc., C/O American Office Systems, \$6,035.28,
 Kanawha County Law Enforcement, month lease for a 5635 Lanier
 copier for Law Enforcement front office area
 Pinch VFD, \$10,000.00, Pinch Volunteer Fire Department, reimburse

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insurance premiums for Pinch Volunteer Fire Department per Letter of Intent
 Regional Intergovernmental Council, \$23,923.66, contribution for membership in the BCKP – Regional Intergovernmental Council for FY 02-03 – payments are to be paid by quarterly invoices
 State Auditor – WV Chief Inspector Room W100, \$10,555.00, 2001 Financial Audit second half of payment
 State Auditor – WV Chief Inspector Room W-420, \$25,340.00, Remaining portion of fees due from 2001 Financial Audit
 Systematic Copiers, Inc., \$18,804.00, Prosecuting Attorney, 12 months lease on 3 copiers, July 1, 2002 thru June 30, 2002 – GSA Contract
 Thyssenkrupp Elevator, \$15,840.84, (12) month's elevator maintenance for Kanawha County Courthouse and Judicial Annex – July 1, 2002 thru June 30, 2003
 Tri-State Roofing & Sheet Metal, \$6,516.00, replace HVAC and condensing unit in Commission Courtroom per alternate quote dated July 1, 2002
 U. S. Postmaster, \$50,000.00, Kanawha County Sheriff Tax, postage for mailing on 2002 Tax Statements for Deposit on Account
 Verizon, \$5,800.00, Prosecuting Attorney, data circuit charges for the Prosecutors' Office for July 1, 2002 thru June 20, 2003
 Visionair, \$34,175.88, Kanawha County Law Enforcement, (12) months Maintenance Agreement for Mobile Data – July 1, 2002 thru June 30, 2003
 West Group, \$13,620.00, Prosecuting Attorney, months of Westlaw Research Package for July 1, 2002 thru June 30, 2003 for the Prosecutor's Office
 West Virginia Uniforms, \$30,000.00, Kanawha County Law Enforcement, FY 2002-2003 Uniforms for Sheriff's Department Deputies
 WV Association of Counties, \$6,500.00, Association dues for Annual Membership – July 1, 2002 to June 30, 2003
 West Virginia Association of Rehabilitation Services, \$42,345.48, Kanawha County Custodial Department, month's janitorial service Agreement for public areas of Annex and Courthouse per State Contract – July 1, 2002 to June 30, 2003

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Commissioner Carper moved for the approval of the Purchase Orders.
 Commissioner Shores seconded. Motion carried.

ORDERS

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. General Fund – general budgetary \$244,042.64

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. KCC Special Health (372), general budgetary, \$1,131.00
- b. Voters Registration (063), general budgetary, \$1,171.05
- c. Home Confinement (008), general budgetary, \$2,376.19
- d. KCC Parking Facility (271), general budgetary, \$1,729.1
- e. DR 1319 #2 Presidential Fund (009), general budgetary, \$450.00
- f. DR 1319 #1 Presidential Fund (009), general budgetary, \$48,950.00
- g. Fiduciary Fund (016), general budgetary, \$875.32

Order Confirming and Approving Probate Orders entered by the Clerk of County Commission of Kanawha County, West Virginia Authorization for the President of the Kanawha County Commission to sign a Special Condition with the U. S. Department of Justice, Office of Community Oriented Policing Services (COPS) Grant Authorization for the President of the Kanawha County Commission to sign an Agreement between the Kanawha County Commission and the Administrative Director of the Courts of the State of West Virginia for the hiring of one permanent full-time person in the Office of the County Magistrate Court Clerk – Worthless Check Fund Overtime for Kanawha County Commission Employees Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-401.00-5-68.00 in the amount of Ten Thousand Dollars (\$10,000.00) payable to BIDCO Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-401.00-5-68.00 in the amount of Ten Thousand Dollars (\$10,000.00) to the Multicultural Festival of West Virginia, Inc.

Charles H. Armstrong – Town of Glasgow – Reappointment to the Regional Development Authority of Charleston, Kanawha County,

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West Virginia, Metropolitan Region
 Publication of Notification for Precinct Nos. 115, 153/154, 292, 402,
 404/406, 407

Order authorizing the President of the County Commission of
 Kanawha County to sign a Grant Application for the Brownfields
 Pilot Project in with the Kelly's Creek Communities Association, Inc.
 to partnership receive funding available through the United States
 Environmental Protection Agency

Authorization for the President of the Kanawha County Commission
 to sign Lease Agreement – between the Elk River Community
 Council, Inc., a West Virginia Corporation, hereinafter, "Lessor", and
 the Kanawha County Sheriff's Department, hereinafter, "Lessee",
 and the County Commission of Kanawha County, West Virginia, for
 the location of the Kanawha County Sheriff's Department

Authorization for the County Clerk to issue a check from Account
 #001-401.00-5-66.00 in an amount equal to Seven Hundred Ninety
 Thousand Dollars (\$790,000.00) to the Capital Maintenance and
 Infrastructure Fund for 2002-2003 Water Projects

Salary Adjustment for County Commission Employee
 Authorization for the Clerk of the County Commission to issue a
 check from the General Fund Line Item #001-401.00-5-68.00 in the
 amount of Thirty-Two Thousand Dollars (\$32,000.00) to Bridge
 Elementary School

Authorization for the Clerk of the County Commission to issue a
 check from the Coal Severance Fund Account #002-439.00-5-68.51
 in the amount of Twenty Seven Thousand Nine Hundred Eighty-
 Seven Dollars and Fifty Cents (\$27,987.50) in payment of RDA
 1998B Water Refunding Bonds

Order authorizing the President to sign a Contract and Resolution
 for the Court Security Fund Grant Award of \$9,226.00 for the 2002
 Fiscal Year

Authorization for Kanawha County Planning & Development Office
 to implement Accelerated Structure Demolition Plan
 Commission Meetings to begin with Pledge of Allegiance

Commissioner Carper moved for approval of the above Orders.
 Commissioner Shores seconded. Motion carried.

LETTERS OF INTENT
 Volunteer Fire Departments

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MISCELLANEOUS

- Approval of Journal Vouchers
- Letter to BIDCO regarding Southridge Business Park
- Letter to Barry J. Macciocca regarding a Change of Scope to approve HMGP Project #FEMA-DR-1378-WV-007 application
- Letter to the Honorable Jay Goldman, Mayor, regarding Multicultural Festival

F.Y. 2002-2003 COAL SEVERANCE FUND BDUGET REVISIONS
BUDGET REVISION #1

REVENUE:		
002-280-00.00	Encumbered Fund Balance	\$54,780.00
EXPENDITURE:		
002-439.00-5-68.11	City of Handley	\$45,000.00
002-439.00-5-68.99	Countywide Cleanup	9,780.00
To record the encumbered fund balance from the '01-02 fiscal year		

F.Y. 2002-2003 COAL SEVERANCE FUND BUDGET REVISIONS
BUDGET REVISION #2

REVENUE:		
002-299-00.00	Unencumbered Fund Balance	\$568,541.00
EXPENDITURE:		
002-439.00-5-68.00	Developing	426,632.00
002-439.00-5-68.02	Food Bank	10,033.00
002-439.00-5-68.12	Pond Gap Water	17,700.00
002-439.00-5-68.34	Lower Paint Creek Assoc.	5,000.00
002-439.00-5-68.60	Chelyan PSD	25,000.00
002-439.00-5-68.80	Town of Pratt	651.00
002-439.00-5-68.90	London Community Center	2,500.00
002-713.00-5-68.02	Belle VFD	4,907.00
002-713.00-5-68.03	Cabin Creek VFD	7,562.00
002-713.00-5-68.09	East Bank VFD	2,026.00
002-713.00-5-68.11	Glasgow VFD	132.00
002-713.00-5-68.17	Malden VFD	2,400.00
002-713.00-5-68.20	Pinch VFD	9,000.00
002-713.00-5-68.21	Pratt VFD	4,186.00
002-713.00-5-68.22	Rand VFD	2,720.00
002-713.00-5-68.24	Smithers VFD	17,159.00
002-713.00-5-68.30	VFD Equipment Grants	933.00
002-980.00-4-59.00	LED Equipment-Vehicles	30,000.00

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To record Unencumbered Fund Balance from '01-02 fiscal year

F.Y. 2002-2003 GENERAL FUND LINE ITEM REVISIONS

001-401.00-5-68.12	South Charleston Ice Rink	(\$50,000.00)
001-401.00-5-68.00	Community Contributions	50,000.00

To re-appropriate funding for Ice Rink (contribution was made from Syn-fuel tax) to Community Contributions

001-430.00-2-19.00	Comm Devel Building/Equip Rent	(\$25.00)
001-430.00-2-36.00	Comm Devel Refunds	25.00

To cover expenditure for refund of building permit fee

Commissioner Carper moved for approval of the above line item revisions.
 Commissioner Hardy seconded. Motion carried.

NEW BUSINESS

EMERGENCY ITEMS

Supplemental Voucher, U. S. Postmaster, \$50,000.00, Kanawha County Sheriff Tax, mailing 2002 Tax Statements for deposit on Account

Supplemental Voucher, Elk River Community Council Education Center, \$7,000.00, Kanawha County Law Enforcement, rental Space

Supplemental Voucher, BB &T, \$27,987.50, RDA 1998-B Water Refunding Bonds

Payroll – General County Full-time 7/01-15/02

Payroll – General County Part-time 7/01-15/02

Payroll – Fiduciary 7/01-15/02

Payroll – Parking Facility 7/01-15/02

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Payroll – General County Direct Deposit 7/01-15/02

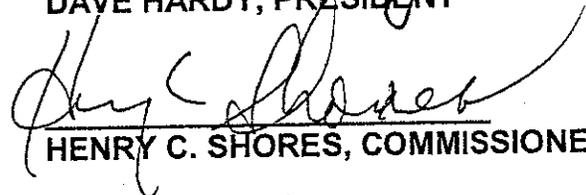
Commissioner Shores moved for approval of the above emergency items.
Commissioner Carper seconded. Motion carried.

**THE KANAWHA COUNTY COMMISSION MEETING OF JULY 11,
2002 RECESSED AT 9:50 P.M. UNTIL THE 16th DAY OF JULY 2002
AT 5:00 P.M.**

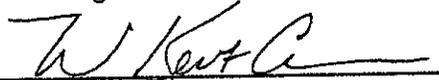
**THE FOREGOING MINUTES ARE APPROVED THIS 30th DAY OF
JULY 2002.**



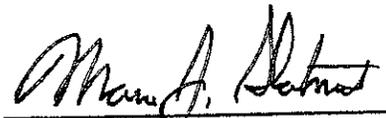
DAVE HARDY, PRESIDENT



HENRY C. SHORES, COMMISSIONER



W. KENT CARPER, COMMISSIONER



COUNTY ATTORNEY

(All proceedings on tape in the Commission Office)

SEARCHED
SERIALIZED
INDEXED
FILED
JUL 11 2002
KANSAS CITY, MISSOURI

RESOLUTION

WHEREAS, it is provided by Chapter 7, Article 12, Section 3 of the Code of West Virginia, relating to the Board of Members of County Redevelopment Authorities, that "the city and town council of each municipality located within the county shall submit to the County Court the name of one representative to be appointed to the Board",

NOW THEREFORE BE IT RESOLVED: That the council of the (City) (Town) of Glasgow, Kanawha County, West Virginia, does hereby submit to the County Commission of Kanawha County the name of Charles H. Armstrong, to be appointed as the representative of said (City) (Town) on the Board of the Regional Development Authority of Charleston, Kanawha County, West Virginia Metropolitan Region, to serve for a term of three years and until (his) (her) successor has been appointed and qualified, unless sooner removed by appropriate action of said council.

BE IT FURTHER RESOLVED: That a certified copy of this resolution be forthwith delivered by the (City) (Town) clerk to the Kanawha County Commission.

I, Roger Martin, Clerk of the (City) (Town) of Glasgow, Kanawha County, West Virginia, hereby certify that the foregoing resolution was duly adopted at a (regular) (special) meeting of the council of said (City) (Town) held on July 1, 2002.

Roger Martin
Clerk

MINUTES

A SPECIAL MEETING OF THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, WAS HELD ON THE 30th DAY OF JULY 2002 IN THE COURTROOM OF THE COUNTY COMMISSION LOCATED IN THE KANAWHA COUNTY COURTHOUSE IN CHARLESTON, WEST VIRGINIA, BEGINNING AT 5:00 P.M.

THE FOLLOWING MEMBERS WERE PRESENT:

DAVE HARDY, PRESIDENT
HENRY C. SHORES, COMMISSIONER
W. KENT CARPER, COMMISSIONER

THE ORDERS, RESOLUTIONS AND ORDINANCES AS SET FORTH ON THE FOLLOWING PAGES WERE ADOPTED:

7-30-2002	2002-405	ORDER CONFIRMING AND APPROVING CASH DISBURSEMENTS TO BE MADE BY THE CLERK OF THE KANAWHA COUNTY COMMISSION - GENERAL FUND
7-30-2002	2002-406	ORDER CONFIRMING AND APPROVING CASH DISBURSEMENTS TO BE MADE BY THE CLERK OF THE KANAWHA COUNTY COMMISSION - SPECIAL FUNDS
7-30-2002	2002-407	APPROVAL OF ERRONEOUS ASSESSMENT EXONERATIONS SUBMITTED BY THE KANAWHA COUNTY ASSESSOR
7-30-2002	2002-408	APPROVAL FOR CORRECTION OF ERRONEOUS ASSESSMENTS PERSONAL PROPERTY CANCELED TICKETS
7-30-2002	2002-409	AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN CHANGE ORDER #10 BETWEEN TRI-STATE ROOFING AND SHEET METAL COMPANY AND THE KANAWHA COUNTY COMMISSION FOR THE COURTHOUSE ROOF REPLACEMENT CONTRACT
7-30-2002	2002-410	DOG FUND ACCOUNT #15 - KANAWHA/CHARLESTON HUMANE ASSOCIATION

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- 7-30-2002 2002-411 APPLICATIONS FOR APPORTIONMENT OF PERSONAL PROPERTY TAXES PURSUANT TO FINAL DIVORCE ORDERS IN ACCORDANCE WITH CHAPTER 11, ARTICLE 5, SECTION 14, OF THE CODE OF WEST VIRGINIA
- 7-30-2002 2002-412 OVERTIME FOR KANAWHA COUNTY COMMISSION EMPLOYEES
- 7-30-2002 2002-413 REAPPOINTMENTS OF CHARLES A. BLAIR, II, ESSIE FORD, JR., FERN JOBE AND TIMOTHY SIZEMORE TO THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON, KANAWHA COUNTY, WEST VIRGINIA, METROPOLITAN REGION ✓
- 7-30-2002 2002-414 SALARY ADJUSTMENT FOR COUNTY COMMISSION EMPLOYEE
- 7-30-2002 2002-415 AMENDING ORDER – 2002-381 – AUTHORIZATION FOR THE CLERK OF THE COUNTY COMMISSION TO ISSUE A CHECK FROM THE GENERAL FUND LINE ITEM #001-401.00-5-68.00 IN THE AMOUNT OF THIRTY-TWO THOUSAND DOLLARS (\$32,000.00) TO THE KANAWHA COUNTY BOARD OF EDUCATION
- 7-30-2002 2002-416 NGK SPARKPLUG WATER IMPROVEMENT – INDUSTRIAL PARK ASSISTANCE PROGRAM – ORDER AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A "REQUEST FOR PAYMENT," DRAWDOWN NO. 1, AND A "CERTIFICATION OF PROJECT COMPLETION" – PROJECT NO. 021PAP0010

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- 7-30-2002 2002-417 KELLY'S CREEK COMMUNITIES ASSOCIATION - GOVERNOR'S COMMUNITY PARTNERSHIP GRANT PROGRAM - ORDER AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN A "REQUEST FOR PAYMENT," DRAWDOWN NO. 3 - PROJECT NO. 00CPGP0392
- 7-30-2002 2002-418 AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN THE LEASE RENEWAL BETWEEN THE SISSONVILLE PUBLIC SERVICE DISTRICT AND THE KANAWHA COUNTY COMMISSION
- 7-30-2002 2002-419 AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN THE LEASE RENEWAL BETWEEN FOSTER BURDETTE OF BURDETTE REALTY, INC., AND THE KANAWHA COUNTY COMMISSION
- 7-30-2002 2002-420 AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN THE LEASE RENEWAL BETWEEN H. THOMAS CORRIE AND THE KANAWHA COUNTY COMMISSION
- 7-30-2002 2002-421 REAPPOINTMENT OF JAMES M. CLENDENIN TO THE ELK VALLEY PUBLIC SERVICE DISTRICT
- 7-30-2002 2002-422 EMERGENCY ABSENTEE VOTING PROCEDURES
- 7-30-2002 2002-423 AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN THE EFT AUTHORIZATION FORM WITH THE WV LOTTERY FOR DISTRIBUTION OF THE LIMITED VIDEO LOTTERY PROCEEDS

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- 7-30-2002 2002-424 AUTHORIZATION FOR THE PRESIDENT OF THE COUNTY COMMISSION TO SIGN THE 2002-2003 ANNUAL MEMORANDUM OF AGREEMENT WITH WEST VIRGINIA UNIVERSITY COOPERATIVE EXTENSION SERVICE AND THE COUNTY EXTENSION SERVICE
- 7-30-2002 2002-425 APPOINTMENT OF JOSEPH JONES TO THE KANAWHA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

Pledge of Allegiance

Presented by: Commissioner Shores
Shawnice & Shawnita Garland
(Stonewall Jackson Middle School)

Moment of Silence and Recognition

Approval of the Minutes of the Kanawha County Commission meetings of July 11 and July 16, 2002

Commissioner Shores moved for approval of the Minutes. Commissioner Carper seconded. Motion carried.

INTRODUCTION OF NEW EMPLOYEES:

Robert P. Martin, Esquire, Special Assistant Prosecuting Attorney,
\$110.00, Hourly, Temporary

Eugene E. Webb, III, Prosecutor's Office, \$32,000.00, Annually,
(Permanent replacing Chad Noel)

Neva Gale Dixon, Sheriff's Legal Process, \$19,000.00, Annually,
(Permanent – Vacant Position)

Cynthia Dawn Shaffer, Sheriff's Tax Office, \$20,000.00, Annually,
(Permanent – Vacant Position – Change in Status Only –
Moving from Legal Process to Tax)

Daniel A. Eisenmenger, Sheriff's Law Enforcement, Mental Hygiene
Commission, \$10.00, Hourly
(Permanent – Funded by Order of the County Commission)

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7-30-2002 2002-424 AUTHORIZATION FOR THE PRESIDENT OF
THE COUNTY COMMISSION TO SIGN THE
2002-2003 ANNUAL MEMORANDUM OF
AGREEMENT WITH WEST VIRGINIA
UNIVERSITY COOPERATIVE EXTENSION
SERVICE AND THE COUNTY EXTENSION
SERVICE

7-30-2002 2002-425 APPOINTMENT OF JOSEPH JONES TO THE
KANAWHA COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY

Pledge of Allegiance

Presented by: Commissioner Shores
Shawnice & Shawnita Garland
(Stonewall Jackson Middle School)

Moment of Silence and Recognition

**Approval of the Minutes of the Kanawha County Commission meetings
of July 11 and July 16, 2002**

Commissioner Shores moved for approval of the Minutes. Commissioner
Carper seconded. Motion carried.

INTRODUCTION OF NEW EMPLOYEES:

Robert P. Martin, Esquire, Special Assistant Prosecuting Attorney,
\$110.00, Hourly, Temporary

Eugene E. Webb, III, Prosecutor's Office, \$32,000.00, Annually,
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Moving from Legal Process to Tax)

Daniel A. Eisenmenger, Sheriff's Law Enforcement, Mental Hygiene
Commission, \$10.00, Hourly
(Permanent – Funded by Order of the County Commission)

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Mr. Sankoff stated the surcharge for 150 customers in the Guthrie area would generate approximately \$132,000 over the course of 10 years, which could be used then to fund an additional \$132,000 in water projects. The total cost for this project will run approximately \$411,000 due to the mountainous terrain and the connection needed from Williams Road (Rocky Fork) to the Waste Water Treatment Plant located at Guthrie Air Force Base. After a lengthy discussion, Commissioner Carper directed Mr. Sankoff to go out to this area; review water samples and then present the findings to the Commission. Mr. Sankoff stated without going to all the other homes on the project list, he could not present this evidence to the Commission. Commissioner Carper suggested the County Planning Office work with the State in an effort to get funding through Infrastructure and by contacting Governor Wise as well as the Senators and Delegates. Commissioner Hardy further requested a review of the water quality testing for water projects 20 through 24 on the water priority project list. Commissioner Carper moved to identify the Guthrie project as a priority project with the Infrastructure Council in an attempt to get funding for this project as well as working with the Governor, Senators and Delegates. Commissioner Shores seconded. Motion carried.

Update regarding Pond Gap and Mammoth water projects

Commissioner Hardy

Danny Vest, Department of Environmental Protection

Susan Blake

Bill White

Mark Sankoff, West Virginia-American Water Company

Dan Bickerton, West Virginia-American Water Company

Danny Vest, AML, Department of Environmental Protection

Danny Vest appeared as a representative for the Department of Environmental Protection and stated the State has had problems with their Purchasing Department and the design aspect of this project. Mr. Vest further stated the State would allow the County to design this project and deduct the amount from the \$300,000 in funding for this project. Mr. Sankoff stated the cost to design this project would cost approximately \$100,000. Commissioner Hardy moved to commit \$100,000 from the \$300,000 for the design of the project. Commissioner Carper seconded. Motion carried. After a brief discussion, Commissioner Hardy amended his original motion to include that the Commission has the commitment from AML in writing prior to the designing of this project. Commissioner Carper seconded. Motion carried. Commissioner Carper requested the

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figures that have been spent with regards to sending water into the Pond Gap area by the next Commission meeting. Commissioner Hardy moved to give Mr. Sankoff the authority to do the petition sign up on the first twenty-four projects. This motion died for lack of second. Commissioner Carper moved to allow authority to West Virginia-American Water Company to do the engineering study and signups for this area based upon the money set aside and the percentage rate of signups (should the sign up rate be below a certain level, this project will be removed from the list of forthcoming water projects). Commissioner Hardy seconded. Motion carried.

Discussion regarding development of County Investment Policy & Procedures, with further discussion regarding status of County Investments

Commissioner Carper
Allen Bleigh
Dan Lanier, BB&T, Commercial Division
Jay McClung, BB&T, Investment Division

Mr. Lanier and Mr. McClung appeared before the Commission to discuss the preparation of an investment policy for County funds, either through a private banking institution or the State Investment Bank. The discussion included such items as goals for the county; review of the County's cash flow; and the development of policies, which would allow guidance in how and where to invest the County's money. Mr. Bleigh stated he is working with Bank One, National Bank of Commerce and United Bank in investing monies through the Sheriff's Tax Department. Commissioner Carper moved to work with BB&T on the investment of County monies and within the next 30 to 40 days present a recommendation to the Commission. Commissioner Hardy seconded. Motion carried. A decision is to be presented to the Commission within 45 days.

Approval of erroneous assessment exonerations submitted by the Kanawha County Assessor

Commissioner Hardy
Marc Slotnick, County Attorney

Commissioner Carper moved for approval of the erroneous assessment exonerations. Commissioner Shores seconded. Motion carried.

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**Approval for Correction of Erroneous Assessments Personal Property
Canceled Tickets**

Commissioner Hardy
Marc Slotnick, County Attorney

Commissioner Shores moved for approval of the Correction of erroneous assessments Personal Property Canceled Tickets. Commissioner Hardy seconded. Motion carried.

Discussion regarding employee unemployment claims

Commissioner Carper

Commissioner Hardy asked if the County staff has looked into the regulations that the Board of Education has instituted for filing Workers Compensation claims, which has resulted in lower claims. Mr. Bleigh is working with the Board of Education in an attempt to review their policy as well as review how many claims are filed against the County annually; and by which employees. Mrs. Zellers is to work with Mr. Bleigh on this matter and is to present a report at the August 8th Commission meeting.

**Continued discussion regarding progress for selection of a new county-
wide voting system**

Commissioner Carper
Vera McCormick, Registrar
David Dodd, Deputy County Clerk

Commissioner Carper stated an on-site inspection of election equipment still has not been done and time is becoming shorter and the May Primary is forthcoming. Mrs. McCormick stated within the last month, a third system has been approved by the Secretary of State's Office. Mrs. McCormick further stated she is currently working with various company officials in order to bring a recommendation to the Commission on voting software. Secretary Manchin stated at the present time, no federal or state funding exists with regards to helping with the purchase of the new voting systems for the State. Mrs. McCormick further stated two of the voting system vendors stated they would be willing to allow the use of their voting systems in the City Election in March. Commissioner Hardy and Commissioner Carper stated they felt this would not be a good idea. This matter is to be placed on the agenda for the August 8th Commission meeting for further discussion.

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Status regarding completion of the Roof Project/Old Courthouse –

Original Contract -	\$853,925.00
Previously Approved Change Orders	- 73,078.00
Contract Amount prior to Change Order No. 10	927,003.74
Change Order No. 10	12,004.74
Contract Amount including Change Order No. 10	\$939,007.74

Commissioner Carper

A Change Order is on the agenda tonight for a vote. Commissioner Carper stated he would like to look at cleaning the exterior of the building as well as bidding out the outside Boulevard lighting. Commissioner Carper stated he would like to bid out the exterior cleaning to get an approximate cost on this project. Commissioner Hardy stated he would like to look at some needed projects inside the Courthouse.

Update regarding West Dunbar Public Service District
 Commissioner Carper
 Marc Slotnick, County Attorney

Commissioner Carper stated the Procedural Order was received today from the Public Service Commission, which stated a petition would be filed within the next 60 days. Mr. Slotnick stated he spoke with the attorney for the City of Dunbar who stated a couple of options would include the County Commission filing a motion with the PSC placing the PSD into receivership or appointing Commissioners to serve on this Board. Commissioner Carper moved to file the Petition for Receiver, Todd Dingess, and notify the PSC that this matter must be expedited within 10 working days. Commissioner Hardy stated he felt the 10 days was much too soon for a decision to be made. This motion died for lack of second. Commissioner Carper moved to file the petition for a Receiver, Todd Dingess, stating that if there is not a resolution by the next meeting, the Commission will make the decision as to appoint Commissioners or pursue another option. Commissioner Hardy seconded with the amendment that Wyatt Hanna draft the Petition, which would be then forwarded to the PSC. Motion carried. Mr. Hanna is to appear at the next Commission meeting to further discuss this matter.

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**Discussion regarding Sheriff's Fiduciary Insurance Recovery Fund,
with discussion to include, but not limited to, the discussion of
unclaimed funds**

Commissioner Carper

Commissioner Carper stated a request was made at the last Commission meeting to turn the unclaimed monies from the Fiduciary Fund over to the State Treasurer's Office. Mr. Boyd is to meet with the Sheriff and Prosecutor in order to bring a recommendation to the Commission.

**Discussion regarding a funding request from the Rand Volunteer Fire
Department for \$10,000.00 to replace a booster tank on PT 42**

Commissioner Hardy

Commissioner Hardy moved to fund the Rand Volunteer Fire Department \$10,000 for a new booster tank. Commissioner Carper seconded. Motion carried.

**Discussion regarding formation of a Kanawha County Boards' Oversight
Committee**

Commissioner Carper

This matter is continued until the August 8th Commission meeting, pending further review by the Commissioners.

Update regarding Health Care Cost Containment Task Force

Commissioner Carper

Allen Bleigh

Mr. Bleigh stated a meeting has been called for Thursday morning, August 1, 2002 at 8:00 a.m. in order for the Task Force to meet and address the rising health costs and discuss possible recommendations to stay ahead of the rising health care costs.

Discussion regarding infrastructure funding

Commissioner Carper

Susan Blake

Commissioner Carper stated no recent applications for funding had been made to the Infrastructure Council. Commissioner Carper further stated he felt attendance should be done on a quarterly basis.

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Update regarding funding requests
Allen Bleigh

Commissioner Hardy stated a request was received from the Quick Community Center in the amount of \$10,000. Commissioner Hardy further stated he would like this matter placed on the agenda for discussion August 8, 2002. Commissioner Carper directed that all recreational funding requests be forwarded onto the Parks and Recreation Board for review and/or approval.

Update regarding demolition of East Bank Junior High
Commissioner Hardy

Mrs. Whitehead stated the asbestos abatement began on Monday, July 29th and is going as scheduled. Commissioner Carper requested a letter be sent to President Raglin requesting the \$50,000, which was specified from the Board of Education.

PUBLIC COMMENT

COUNTY MANAGER'S REPORT

Mr. Blue stated the scaffolding company has presented a Change Order for additional scaffolding on the roofing project.

DEPUTY COUNTY MANAGER'S REPORT

Mr. Bleigh stated the audit for Home Confinement would be ready for review by the Commission on Friday, August 1, 2002. Commissioner Hardy placed the matter of an increase in Home Confinement fees on the agenda for discussion August 8, 2002.

Mr. Bleigh stated a request was made by an employee for an expansion of the medical benefits for special therapy. The request is that therapy be made a part of the coverage of Blue Cross/Blue Shield services. Mr. Bleigh is to check with the employee to see if they would like to appear before the Commission to further discuss this matter.

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COUNTY ATTORNEY'S REPORT

Mr. Slotnick stated Earl Osborne appealed the ruling of the Administrative Law Judge. Mr. Slotnick further stated next week would be the last week for the summer law intern, Jason Witt. Commissioner Carper requested a letter of recommendation be written for Mr. Witt.

COMMISSIONER'S REPORT / AGENDA SETTING

STAFF REPORTS

FIDUCIARY

Order Referring to a Fiduciary Commissioner in the Matter of the Estate of Chad Ray Boggess, Deceased

Order Referring to a Fiduciary Commissioner in the Matter of the Estate of Ronald Earl Foutt, Deceased

Order Revoking Appointment in the Matter of the Estate of Juanita Roop

Order Referring to a Fiduciary Commissioner in the Matter of the Estate of Mabel Florence Slater, Deceased

Commissioner Carper moved for approval of the Fiduciary matters. Commissioner Hardy seconded. Motion carried.

PURCHASE ORDERS

BB&T of WV, \$129,960.00, Kanawha County Parking Facility,
Monthly payments on Parking Garage Bond for Fiscal Year
2002-2003

B.I., Inc., \$28,196.04, Home Confinement, month's maintenance
Contract on computer hardware and field equipment, July 1,
2002 to June 30, 2003

B.I., Inc., \$5,728.00, Home Confinement, BI HB 2020 Drive By
Units Roof Mounts

Brand Scaffold, \$31,055.00, Kanawha County Maintenance,
additional scaffolding for painters to paint exterior windows of
Courthouse

Burdette Realty Company, \$11,520.00, Kanawha County Law
Enforcement, month lease payment for Cross Lanes Detachment
July 1, 2002 thru June 30, 2003

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Capitol City Striders, \$5,000.00, contribution for FY 2002-2003
City of Charleston, \$9,251.00, 2002-2003 Annual Fire Service Fee
H. Thomas Corrie, \$13,500.00, Kanawha County Law Enforcement,
month lease payment for St. Albans Detachment July 1, 2002 thru
June 30, 2003
Division Criminal Service, \$5,000.00, Kanawha County Law Enforcement,
tuition for the following to the State Police Academy: David Hylton,
Erika Seminsky, John Shank, Scott Richards and Travis Anderson
City of Charleston, \$5,500.00, Kanawha County Parking Facility,
Annual Fire Service Fee
Election Systems & Software, \$8,786.00, Kanawha County Clerk,
License Agreement for PC printer, Punch Election Tabulation Program
Kanawha County Board of Education, \$20,000.00, Contribution for
installation of Baseball Field Lights for St. Albans High School
Kanawha County Parking Facility Fund, \$37,680.00, Kanawha County
Maintenance, parking fees for Annex Parking Garage and the Boulevard
Lot

Karen Hamrick Miller, \$15,378.83, Kanawha County Law
Enforcement, legal services rendered for June 2002

This Purchase Order is to be placed on the Agenda for the August 8th
Commission meeting for further discussion. Mr. Slotnick is to correspond
with Ms. Miller and ask that billing be done at a reasonable rate; billing
done by ten-minute increments as well as itemized billing submitted.
Commissioner Hardy stated he would vote no on this Purchase Order.

Rand Volunteer Fire Department, \$10,000.00, direct contribution to
replace a booster tank on PT 42
Sissonville PSD, \$8,400.00, Kanawha County Law Enforcement,
Months lease payment for Sissonville Detachment July 1, 2002 thru
June 30, 2003
The Performance Group, Inc., \$7,500.00, Fiduciary, modification to
2 access data for Fiduciary

Commissioner Carper moved for approval of the Purchase Orders.
Commissioner Hardy seconded. Motion carried.

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ORDERS

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. General Fund – general budgetary \$564,165.35

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. KCC Special Health (372) general budgetary, \$14,869.44
- b. Home Confinement (008), general budgetary, \$2,714.95
- c. KCC Parking Facility (271), general budgetary, \$5,016.46
- d. Special Building Fund (004), general budgetary, \$190,966.27
- e. General School Fund (004), general budgetary, \$10,555.00
- f. Fiduciary Fund (016), general budgetary, \$7,205.51
- g. Coal Severance Fund (002), general budgetary, \$24,779.68

Authorization for the President of the Kanawha County Commission to sign Change Order #10 between Tri-State Roofing & Sheet Metal Company and the Kanawha County Commission for the Courthouse Roof Replacement Contract

Dog Fund Account #15 – Kanawha/Charleston Humane Association Applications for Apportionment of Personal Property Taxes pursuant to Final Divorce Orders in Accordance with Chapter 11, Article 5, Section 14, of the Code of West Virginia

Overtime for Kanawha County Commission Employees

Reappointments of Wilma J. Davis and K. E. Thomas to the Regional Development Authority of Charleston, Kanawha County, West Virginia, Metropolitan Region

Commissioner Carper moved to table the appointment of Wilma Davis until the August 8th Commission meeting. Commissioner Hardy seconded. Motion carried.

Reappointments of Charles A. Blair, II, Essie Ford, Jr., Fern Jobe and Timothy Sizemore to the Regional Development Authority of Charleston, Kanawha County, West Virginia, Metropolitan Region

Appointment of Joseph Jones to the Kanawha County Housing and Redevelopment Authority

Salary Adjustment for County Commission Employee

Amending Order 2002-381 – Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-401.00-5-68.00 in the amount of Thirty-two Thousand Dollars (\$32,000.00) to the Kanawha County Board of Education

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NGK Sparkplug Water Improvement – Industrial Park Assistance Program – Order authorizing the President of the County Commission to sign a “Request for Payment,” Drawdown No. 1, and a “Certification of Project Completion” – Project No. 02IPAP0010

Kelly’s Creek Communities Association – Governor’s Community Partnership Grant Program – Order authorizing the President of the County Commission to sign a “Request for Payment,” Drawdown No. 3 – Project No. 00CPGP0392

Authorization for the President of the Kanawha County Commission to sign the Lease Renewal between the Sissonville Public Service District and the Kanawha County Commission

Authorization for the President of the Kanawha County Commission to sign the Lease Renewal between Foster Burdette of Burdette Realty, Inc., and the Kanawha County Commission

Authorization for the President of the Kanawha County Commission to sign the Lease Renewal between H. Thomas Corrie and the Kanawha County Commission

Reappointment of James M. Clendenin to the Elk Valley Public Service District

Emergency Absentee Voting Procedures

Order Amending Countywide Enhanced Emergency Telephone System (E-911) Ordinance

Authorization for the President of the County Commission to sign the EFT Authorization Form with the WV Lottery for distribution of the Limited Video Lottery Proceeds

Authorization for the President of the County Commission to sign the 2002-2003 Annual Memorandum of Agreement with West Virginia University Cooperative Extension Service and the County Extension Service

Creation of the Kanawha County Commission Board Oversight Committee

The Order for the Board Oversight Committee Order is to be placed on the August 8, 2002 Agenda pending further review by the Commissioners.

Commissioner Carper moved for approval of the Orders. Commissioner Hardy seconded. Motion carried.

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MISCELLANEOUS

F.Y. 2002-2003 COAL SEVERANCE FUND BUDGET REVISION

002-439.00-5-66.00	Transfers to other Funds	\$135,000.00
002-439.00-5-68.00	Developing	\$135,000.00

To allocate funding for transfer to Capital Maintenance & Infrastructure Fund

Commissioner Carper moved for approval of the Coal Severance Fund Budget Revision. Commissioner Hardy seconded. Motion carried.

NEW BUSINESS

EMERGENCY ITEMS

Supplemental Voucher, BB & T of WV, \$10,830.00, monthly
 Payments on Parking Garage Bond for Fiscal Year 2002-2003

Supplemental Voucher, Bureau of Public Health, \$1,500.00,
 Annual notification fee for the asbestos removal from condemned
 Structures

Supplemental Voucher, Kanawha County Board of Education,
 \$20,000.00, contribution for installation of baseball field lights
 for St. Albans High School

Supplemental Voucher, Kanawha County Board of Education,
 \$32,000.00, Bridge Elementary School

Supplemental Voucher, Capitol City Striders, \$5,000.00, contribution

PURCHASE ORDER – Mountain State Blue Cross Blue Shield,
 \$124,796.00, FY 02-03 Administrative Cost – July 1, 2002 to
 June 30, 2003

PURCHASE ORDER – Mountain State Blue Cross Blue Shield,
 \$200,000.00, FY 02-03 Cobra Premiums July 1, 2002 to June 30,
 2003

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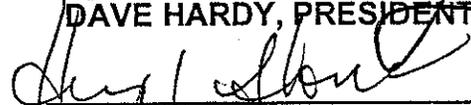
PURCHASE ORDER - Accordia of West Virginia, \$114,141.30,
Commercial Umbrella coverage for FY 02-03, July 1, 2002 to
June 30, 2003

Commissioner Carper moved for approval of the Emergency Items.
Commissioner Hardy seconded. Motion carried.

THE KANAWHA COUNTY COMMISSION MEETING OF JULY 30,
2002 RECESSED AT 8:24 P.M. UNTIL THE 8th DAY OF AUGUST
2002 AT 5:00 P.M.

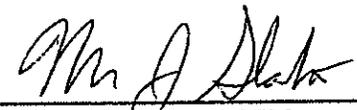
THE FOREGOING MINUTES ARE APPROVED THIS 8th DAY OF
AUGUST 2002.



DAVE HARDY, PRESIDENT


HENRY C. SHORES, COMMISSIONER


W. KENT CARPER, COMMISSIONER



COUNTY ATTORNEY
(All proceedings on tape in the Commission Office)

10/1/02
10/1/02
10/1/02

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|-----------|----------|---|
| 9-19-2002 | 2002-509 | ORDER CONFIRMING AND APPROVING ORDERS ENTERED BY THE CLERK OF COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA |
| 9-19-2002 | 2002-510 | DESIGNATION BY THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, FOR HALLOWEEN – TRICK OR TREAT |
| 9-19-2002 | 2002-511 | APPOINTMENT OF SUSAN BLAKE TO THE POSITION OF DIRECTOR OF PLANNING FOR KANAWHA COUNTY, WEST VIRGINIA |
| 9-19-2002 | 2002-512 | SALARY ADJUSTMENTS FOR COUNTY COMMISSION EMPLOYEES |
| 9-19-2002 | 2002-513 | AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN RESIDENTIAL MORTGAGE REVENUE BOND, 1979 SERIES A – NO. 0490 & POLLUTION CONTROL REVENUE BOND, 1977 SERIES – NO. R-0302 (FMC CORPORATION PROJECT) |
| 9-19-2002 | 2002-514 | ORDER AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION OF KANAWHA COUNTY TO SIGN A MATCHING GRANT APPLICATION FOR LITTER CONTROL, PROVIDED BY WEST VIRGINIA DIVISION OF NATURAL RESOURCES |
| 9-19-2002 | 2002-515 | AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN RESIDENTIAL MORTGAGE REVENUE BONDS, 1979 SERIES A – NOS. R-0487, 0488, 0489 AND 0492 |

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|-----------|----------|---|
| 9-19-2002 | 2002-516 | AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, POLLUTION CONTROL REVENUE BOND, 1977 SERIES (FMC CORPORATION PROJECT) R-0304 |
| 9-19-2002 | 2002-517 | AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN A CERTIFICATE OF TITLE TO TRANSFER A 1987 FORD VAN TO THE KANAWHA COUNTY PARKS & RECREATION COMMISSION |
| 9-19-2002 | 2002-518 | APPLICATIONS FOR APPORTIONMENT OF PERSONAL PROPERTY TAXES PURSUANT TO FINAL DIVORCE ORDERS IN ACCORDANCE WITH CHAPTER 11, ARTICLE 5, SECTION 14, OF THE CODE OF WEST VIRGINIA |
| 9-19-2002 | 2002-519 | AUTHORIZATION FOR THE PRESIDENT OF THE KANAWHA COUNTY COMMISSION TO SIGN CHANGE ORDER #13 BETWEEN THE KANAWHA COUNTY COMMISSION AND TRI-STATE ROOFING & SHEET METAL COMPANY |
| 9-19-2002 | 2002-520 | IN THE MATTER OF PROPERTY OWNED BY TRILLA A. WILKINSON AND JOHN P. WILKINSON |
| 9-19-2002 | 2002-521 | IN THE MATTER OF PROPERTY OWNED BY IVA CHAMBERS |

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|-----------|----------|---|
| 9-19-2002 | 2002-522 | AUTHORIZATION BY THE KANAWHA COUNTY COMMISSION FOR ITS PRESIDENT TO SIGN A PRELIMINARY GRANT APPLICATION AND RESOLUTION BETWEEN WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL AND THE KANAWHA COUNTY COMMISSION FOR THE UPPER FISHERS BRANCH WATER PROJECT |
| 9-19-2002 | 2002-523 | REAPPOINTMENT OF BILLY L. PAULEY – REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON, KANAWHA COUNTY, METROPOLITAN REGION |
| 9-19-2002 | 2002-524 | CABIN CREEK SEWER PROJECT-PHASE II, SMALL CITIES BLOCK GRANT – ORDER AUTHORIZING THE PRESIDENT OF COUNTY COMMISSION TO SIGN TWO LETTERS AND A FINANCIAL REPORT AND TO AUTHORIZE THE CLERK OF THE COUNTY COMMISSION TO ISSUE A WARRANT OUT OF THE CABIN CREEK SEWER PROJECT SPECIAL ACCOUNT – DRAWDOWN NO. 2 |
| 9-19-2002 | 2002-525 | ORDER AUTHORIZING THE APPOINTMENT OF JOHN RUDDICK TO THE REGION THREE WORKFORCE INVESTMENT BOARD FOR A TERM EXPIRING SEPTEMBER 19, 2005 |
| 9-19-2002 | 2002-526 | ORDER AUTHORIZING THE APPOINTMENT OF DAWN SCHOOLCRAFT TO THE REGION THREE WORKFORCE INVESTMENT BOARD FOR A TERM EXPIRING SEPTEMBER 19, 2005 |



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- 9-19-2002 2002-527 IN THE MATTER OF PROPERTY OWNED BY BILLY R. MOLES, JR. AND HELEN K. MOLES
- 9-19-2002 2002-528 IN THE MATTER OF PROPERTY OWNED BY JOHN BILLO

Pledge of Allegiance

Presented by: Commissioner Carper
William "Squeak" Peterson, Chief, Malden Volunteer Fire Department

Moment of Silence and Recognition

Approval of the Minutes of the Kanawha County Commission meeting of September 3, 2002

Commissioner Carper moved for approval of the Minutes. Commissioner Hardy seconded. Motion carried.

INTRODUCTION OF NEW EMPLOYEES:

Vickie L. Miller, County Commission, Secretary
(Salary to be set by Commission – permanent replacing Phyllis Cowley)

Commissioner Hardy moved to hire Vickie Miller at an annual salary of \$34,000 annually. Commissioner Carper seconded. Motion carried.

Matthew Butcher, County Commission, Parking Garage, Part-time
(Salary to be set by Commission)

Commissioner Hardy moved for approval of the hiring of Matthew Butcher at an hourly salary of \$7.50 per hour. Commissioner Carper seconded. Motion carried.

Travis Payne, Sheriff's Office, Tax Deputy, \$7.50, Hourly
Temporary

Jessica Lane Hoffman, Sheriff's Office, Legal Process – Clerical,
\$7.50, Hourly, Temporary

Commissioner Hardy moved for the approval in hiring Travis Payne and Jessica Hoffman. Commissioner Carper seconded. Motion carried.

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Amber Crist, Assessor's Office, \$7.00, Hourly, Temporary, part-time

Commissioner Hardy moved for approval of the hiring of Amber Crist in the Assessor's Office. Commissioner Carper seconded. Motion carried.

Mary Dana Caldwell, Prosecutor's Office, \$10.00, Hourly, Temporary, part-time

Carrie Croson, Prosecutor's Office, \$25,000.00, Annually, Legal Secretary, (Permanent replacing Grey McVey)

Commissioner Carper moved for approval of the hiring of Mary Caldwell and Carrie Croson in the Prosecuting Attorney's Office. Commissioner Hardy seconded. Motion carried.

RESOLUTIONS

None

AGENDA ITEMS

Discussion regarding the Greenbrier Pipeline, with further discussion to include consideration of the filing of the Intervener

Commissioner Hardy

Commissioner Carper

Bob Omdorff

Greg May, Pipeline Engineer

Darren Cummings, Superintendent

Commissioner Carper asked for the benefits of running this pipeline through Kanawha County. The pipeline can act as a receiving or transmitting line. Mr. Omdorff stated one of the benefits would be \$700,000 of taxable property for the pipeline on an annual basis. Mr. Omdorff also stated this would bring jobs to the area during the construction phase as well as allowing housing to be placed throughout the areas in which the pipeline is run. The construction for this project is projected to be complete by 2005.

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Discussion concerning the "100 percent" Smoking Ban in Kanawha County

Commissioner Hardy
Commissioner Carper
Stephen Weber, Chairman
John Plesich
Shannon Snodgrass

Commissioner Carper asked if the Health Department reviewed the State of Ohio's Supreme Court laws concerning the smoking ban; and if anyone would be exempt from the ban. Mr. Weber stated at this point there would be no exemptions other than bars. This option and others will be discussed at the first Committee meeting of the Health Department. Commissioner Carper stated it is important to remember that should the 100% ban go into affect, it should followed thoroughly. Commissioner Carper stated he would like more public hearings held, the posting of larger advertisements in the newspaper and discussions held with local restaurants to go more in depth.

Update regarding the Commission's request to the Parks & Recreation Board to have senior personnel present at the park during the weekends and discussion regarding Coonskin Park pool

Commissioner Hardy
Commissioner Carper
Stephen Zoeller

Mr. Zoeller stated both he and Tom Raker alternately visited the various county pools to make sure the pools were being run in a proper manner. Mr. Zoeller further stated should he or Mr. Raker not be available to be at a particular pool, senior personnel will be available. With regards to the lawsuit from the lifeguards, this matter is still under investigation. Good Tymes did not renew their lease, so the Shawnee Park Restaurant will be available to any interested parties.

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The County Fair starts Friday, September 20th through September 21st. Mr. Zoeller states the Fireman's Parade will begin at 6:00 p.m. on the 20th. There will be animals, food, hands-on science exhibits, rides, exhibitions, etc. The hours for the fair will be 10:00 a.m. through 6:00 p.m. Commissioner Hardy moved to release the Master Purchase Order to Parks and Recreation. Commissioner Carper seconded. Motion carried. Mr. Zoeller also stated the skateboard area will be opening up in late October. The State Soccer Tournament will be held November 8-9, 2002 at the Schoenbaum Soccer Stadium.

Discussion regarding countywide bomb threat policy

Commissioner Carper
 Bill Murray, Court Administrator

Commissioner Carper stated the proposal for the countywide bomb threat policy needs to be carefully reviewed prior to implementation. Commissioner Hardy requested the Sheriff's Department work closely in preparing a uniform policy. Protocol needs to be established for each office and an organized drafted proposal brought to the Commission for approval. Dan Blue and Bill White are to help in the organization of a meeting of the parties involved in preparing and writing the proposal.

Discussion regarding establishment of hourly rate for the Special Prosecutor in the Home Confinement matter

Commissioner Carper

Commissioner Hardy moved to approve an hourly rate of \$120.00 for the Special Prosecutor in the Home Confinement matter. Commissioner Carper seconded. Motion carried.

Discussion regarding organization of Planning & Community Development Office

Commissioner Hardy
 Commissioner Carper

Commissioner Carper stated with the retirement of Dave Bostic, the recommendation was made to place Susan Blake in the position of Planning Director. Commissioner Hardy moved for Mrs. Blake to be placed in the position of Planning Director at a salary of \$55,000 annually. Commissioner Carper seconded. Motion carried. Commissioner Carper suggested outsourcing some of the technical needs in the Planning Office, i.e., part-time clerical position for work regarding subdivisions and the possibility of allowing for future training as a planner.

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**Discussion regarding filing complaint on the Solid Waste Board
concerning potential violations of the West Virginia Ethics Act and the
Open Governmental Proceedings Act**
Commissioner Carper

Commissioner Carper stated he was concerned over the use of the Bobcat and the loaning of money from Ms. Shepherd to the Solid Waste Authority. Ms. Shepherd stated she had, in fact, loaned money to the Authority (\$10,000) after consulting the Auditor from the State Tax Department. Ms. Shepherd then read and presented a letter to Commissioners explaining how the Bobcat was used and the hours it was used. Ms. Shepherd further stated she would allow an audit and the books would reflect that nothing wrong with regards to purchases. Commissioner Carper stated he was going to file a complaint with the West Virginia Ethics Commission. Commissioner Hardy moved for the resignation of the three board members. This motion died for lack of second. Commissioner Carper moved to file a Complaint with the Ethics Commission against all the Board members and Sally Shepherd. Commissioner Hardy seconded. Motion carried. Commissioner Hardy moved for the board members to sign off stating they reviewed the West Virginia Open Meetings Act, posting of the Agenda, and a pledge that they will comply with such. Commissioner Carper seconded. Motion carried.

Discussion regarding Solid Waste Recycling Grant
Sally Shepherd, Executive Director

A grant is on the Agenda tonight in the amount of \$16,000, which will go towards the repair of the Bobcat, maintenance of the building, etc. Commissioner Carper requested Cubert Smith, Chairman of the Solid Waste Authority, along with the Board members; attend the next Commission meeting to discuss the Commission's signing off on the grant and other issues involving Board decisions. After a brief discussion, Commissioner Carper moved to release the funding for the Recycling Grant. Commissioner Hardy seconded. Motion carried.

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**Approval of Erroneous Assessment Exonerations submitted by the
Kanawha County Assessor**
Commissioner Hardy
Marc Slotnick, County Attorney

Commissioner Carper moved for approval of the Erroneous Assessment Exonerations. Commissioner Hardy seconded. Motion carried.

Discussion regarding security and renovations for Old Courthouse
Commissioner Hardy
Commissioner Carper
Steve Hutchens
Sgt. Jess Bailes

Commissioner Carper stated a security camera would be mounted in the elevator that leads from the back parking lot to the booking department of the Sheriff's Department. The Staff Duty Officer will be radioed by the officer bringing in a prisoner in order to make sure the camera is monitored.

Update regarding establishment of a countywide grievance policy
Commissioner Carper
G. Nicholas Casey, Attorney

Mr. Casey presented a packet to the Commissioners, which will help with the determination of the grievance policy for the County to adopt. Commissioner Carper moved to adopt a grievance policy and set up a meeting with Nick Casey to review the statute and apply the policy to it. Commissioner Hardy seconded. Motion carried. This matter is continued until the October 3rd Commission meeting for further discussion. Once the policy is adopted, it is to be forwarded to the outside agencies for consideration of adoption.

**Discussion regarding Emergency Warning System and the specific
concern over recent problems**
Commissioner Carper
Carolyn Charnock
Bill White

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Commissioner Carper stated a report has been presented showing solutions for testing of the warning system. This matter is continued until the October 3rd Commission meeting.

Discussion regarding the burning debris piles at the Marmet Locks
Commissioner Carper

Commissioner Carper stated the Corp of Engineers has been burning large debris piles of trees and the smoke has been bothering several residents in the area. Commissioner Carper moved to correspond with Senators Byrd and Rockefeller as well as Congresswoman Capito requesting the burning be banned. Commissioner Hardy seconded. Motion carried.

Update regarding prioritized list of all sewer and water projects
Commissioner Hardy
Commissioner Carper
(Continued from August 8, 2002)

Mr. Blue stated the RDA approved the Governor's Partnership grants at the meeting earlier in the day.

Discussion regarding the Annual Fall Cleanups
Commissioner Carper
Terry Sayre

Mr. Sayre stated 100 to 150 tons of trash was collected during the annual fall cleanup.

Update regarding West Dunbar Public Service District
Commissioner Carper
Marc Slotnick, County Attorney

This matter is continued until November 2002.

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Update regarding renovations of the Judicial Annex
Commissioner Carper

Commissioner Carper stated the Commission is currently waiting on the Court's response on the decision to remodel the courtrooms or the common areas. Mr. Blue is to check the interest rates for Commission Hardy.

Discussion regarding retraining sexual harassment policy for employees
Commissioner Hardy
Commissioner Carper

Commissioner Hardy stated he received an email from Jim Withrow, Counsel for the Kanawha County Board of Education stating that he would be willing to work with the Commission in training the employees to recognize and report sexual harassment at no cost to the County. Commissioner Hardy further suggested a 60 or 90-minute class for the employees (including the employees of the elected officials).

Discussion regarding County's Health Insurance
Dan Blue

Mr. Blue stated Mr. Bleigh is working towards the October 17 deadline for a recommendation with regards to the County's health insurance.

Report regarding the Kanawha County Commission Board Oversight Committee
Commissioner Hardy
Commissioner Carper
Natalie Zellers

Commissioner Carper stated Natalie Zellers has been working on this matter and is sending correspondence to various boards requesting documentation of Agendas and Minutes.

Discussion regarding unlimited sick leave and potential liability and possible cap
Commissioner Carper

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Commissioner Carper stated the County needs to review the amount of sick leave, which employees can carry over annually. Commissioner Hardy requested Ms. Zellers contact the State to find out what their current policy is. The County's current policy states if you leave your job or are terminated, the employee loses their sick leave. Commissioner Hardy suggested the possibility of using PDO's (Personal Day Off).

Update regarding demolition of East Bank Junior High
Commissioner Hardy

Mrs. Whitehead stated demolition is to begin Monday, September 23rd. Commissioner Hardy requested Mr. Sayre take "before" and "after" pictures of the site.

PUBLIC COMMENT

COUNTY MANAGER'S REPORT

DEPUTY COUNTY MANAGER'S REPORT

COUNTY ATTORNEY'S REPORT

COMMISSIONER'S REPORT / AGENDA SETTING

STAFF REPORTS

Order Confirming and Ratifying Supervisor's Report of Claims and Settlement Reports

Order Confirming and Ratifying Supervisor's Report of Claims and Short Settlement Reports

Commissioner Hardy moved to approve the Settlement Reports and Short Settlement Reports. Commissioner Carper seconded. Motion carried.

FIDUCIARY

Order adopting Recommended Order of the Fiduciary Commissioner in the Matter of the Estate of John L. Ash

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Order adopting Recommended Order of the Fiduciary Commissioner
 in the Matter of the Estate of Charles G. Bradley, Jr.
 Order Declaring Re-Opened Estate Closed in the Matter of the Estate
 of Joseph E. Carte
 Order Referring to a Fiduciary Commissioner in the Matter of the Estate
 of Gladys Hold
 Order Declaring Re-Opened Estate Closed in the Matter of the Estate of
 Evelyn Rae Meeks
 Order Declaring Re-Opened Estate Closed in the Matter of the Estate of
 Mary Hazel Pauley
 Order Closing Appointment of a Committee in the Matter of James H.
 Rumburg

Commissioner Carper moved for approval of the Fiduciary Orders.
 Commissioner Hardy seconded. Motion carried.

PURCHASE ORDERS

David Smith Frame & Body Shop, Inc., \$9,823.00, Kanawha County
 Law Enforcement, repair Car 70-902
 Dunbar Community Volunteer Fire Department, \$5,076.00, direct
 Contribution for replacement of the entire front 4-wheel drive unit on
 the Rescue Truck as approved by the Mutual Aid Association
 Electronic Specialty Company, \$21,460.00, security equipment for
 Courthouse per bids received 7/17/02
 General Recovery Services, billing of delinquent tax collections for
 the period of August 11, 2002 thru September 6, 2002
 Kanawha-Charleston Health Department, \$50,000.00, contribution FY
 2002-2003 to pay invoices for July, August and September 2002
 Kanawha Dental Health Council, \$7,500.00, contribution for the month
 of September 2002
 Kanawha County Public Library, \$600,206.47, August 2002 Levy payment
 Kanawha County Public Library, \$195,672.94, balance of FY 2001-2002
 Levy Payment

 Karen Hamrick Miller, \$15,601.25, Prosecuting Attorney, for work
 performed by the Law Office of Karen Miller for the office of the
 Prosecuting Attorney

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Denise Tucker stated Mrs. Miller was requested by the Prosecuting Attorney and Commission to reduce her bill by \$3,000. Mrs. Miller agreed to this. Commissioner Hardy stated he was not familiar with weekly billings by attorneys and had further questions about the hourly rate. Commissioners Hardy and Carper stated they were had objections of the taxpayers paying for Mrs. Miller to represent Mr. Clifford in a plaintiff case. Commissioner Hardy asked who would be paying the legal fees for Mr. Clifford's lawsuit against Ms. Coiner. Mrs. Tucker stated it would not be the taxpayers of Kanawha County. Mrs. Miller appeared before the Commission to answer some of the questions asked previously. With regards to the weekly billing, Mrs. Miller stated she did not want the invoice to be so large that it would take the Commission by surprise. After further discussion, this invoice was held until the October 3rd Commissioner meeting.

Pomeroy Computer Resource, \$60,338.00, Kanawha County Law Enforcement, (10) CF 28 Panasonic Notebook Computers and miscellaneous equipment

Tri-State Roofing & Sheet Metal, \$48,196.62, Change Order #13 – 3,798 sq. ft. of wood decking @ 12.69 per sq. ft. unit price was bid because amount of wood decking to be replaced was unknown until old tiles were removed

West Side Volunteer Firefighters, Inc., \$10,000.00, direct contribution to completely rebuild extrication tools as approved by the Mutual Aid Association

Commissioner Carper moved for approval of all the Purchase Orders with the exception of the Order for Karen Hamrick Miller. Commissioner Hardy seconded. Motion carried.

ORDERS

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. General Fund – general budgetary \$423,737.07

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Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. Parking Facility (271), general budgetary, \$1,324.74
- b. KCC Special Health (372), general budgetary, \$158,235.50
- c. Fiduciary Fund (016), general budgetary, \$5,608.62
- d. Home Confinement (008), general budgetary, \$6,276.77
- e. Magistrate Court II, (006), general budgetary, \$20,200.98
- f. Enhanced 911 Fund, (007), general budgetary, \$461,514.18
- g. Special Building Fund, (244), general budgetary, \$105,756.15
- h. Special Law, (073), general budgetary, \$315.00
- i. Recycling Grant, (010), general budgetary, \$16,500.00
- j. Coal Severance, (002) general budgetary, \$23,682.00
- k. Magistrate Court I (005), general budgetary, \$7,240.00

Overtime for Kanawha County Commission Employees

Order Confirming and Approving Orders entered by the Clerk of County Commission of Kanawha County, West Virginia

Designation by the County Commission of Kanawha County, West Virginia, for Halloween – Trick or Treat

Appointment of Susan Blake to the position of Director of Planning for Kanawha County, West Virginia

Salary adjustments for County Commission employees

Commissioner Hardy moved for Mrs. Blake to be placed in the position of Planning Director at a salary of \$55,000 annually. Commissioner Carper seconded. Motion carried. Commissioner Hardy moved an increase in Danny Haught's salary (Floodplain coordinator/Planner) to \$50,000. Commissioner Carper seconded. Motion carried. Commissioner Hardy moved for an increase in Terry Sayre's salary (Deputy Planning Director) to \$50,000. Commissioner Carper seconded. Motion carried. Commissioner Hardy moved an increase in Jennifer Herrald's salary (Grant Coordinator) to \$30,000. Commissioner Carper seconded. Motion carried. Commissioner Carper moved to allow the insurance company to defend the County Commission and the Prosecuting Attorney with the recommendation from Mr. Casey that the insurance company review this matter for a conflict of interest and the insurance company appoint separate counsel both at the expense of the insurance company. Commissioner Hardy seconded. Motion carried. Commissioner Carper moved to state the bills are not confidential and should the Commission's counsel determine that the bills are confidential, the Commission waives the confidentiality clause and will make the bill available to those who would like to review the bill. Commissioner Hardy seconded. Motion carried.

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Authorization for the President of the Kanawha County Commission to sign Residential Mortgage Revenue Bond, 1979 Series A – No. R-0490 & Pollution Control Revenue Bond, 1977 Series – No. R-0302 (FMC Corporation Project)

Order authorizing the President of the County Commission of Kanawha County to sign a Matching Grant Application for Litter Control, provided by West Virginia Division of Natural Resources

Authorization for the President of the Kanawha County Commission to sign Residential Mortgage Revenue Bonds, 1979 Series A – Nos. R-0487, 0488, 0489 and 0492

Authorization for the President of the Kanawha County Commission to sign County Commission of Kanawha County, West Virginia, Pollution Control Revenue Bond, 1977 Series (FMC Corporation Project) R-0304

Authorization for the President of the Kanawha County Commission to sign a Certificate of Title to transfer a 1987 Ford Van to the Kanawha County Parks & Recreation Commission

Applications for apportionment of Personal Property Taxes pursuant to Final Divorce Orders in accordance with Chapter 11, Article 5, Section 14, of the Code of West Virginia

Authorization for the President of the Kanawha County Commission to sign Change Order #13 between the Kanawha County Commission and Tri-State Roofing & Sheet Metal Company

In the Matter of Property owned by Trilla A. Wilkinson and John P. Wilkinson

In the Matter of Property Owned by Iva Chambers

Authorization by the Kanawha County Commission for its President to sign a Preliminary Grant Application and Resolution between West Virginia Infrastructure and Jobs Development Council and the Kanawha County Commission for the Upper Fishers Branch Water Project

Reappointment of Billy L. Pauley – Regional Development Authority of Charleston, Kanawha County, Metropolitan Region

Cabin Creek Sewer Project-Phase II, Small Cities Block Grant – Order authorizing the President of County Commission to sign two Letters and a Financial Report and to authorize the Clerk of the County Commission to issue a warrant out of the Cabin Creek Sewer Project Special Account – Drawdown No. 2

Order authorizing the appointment of John Ruddick to the Region Three Workforce Investment Board for a term expiring September 19, 2005

Order authorizing the appointment of Dawn Schoolcraft to the Region Three Workforce Investment Board for a term expiring September 19, 2005

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Commissioner Carper moved for approval of the Orders. Commissioner Hardy seconded. Motion carried.

LETTERS OF INTENT

None

MISCELLANEOUS

Letter to Tom Adamich, Cataloging Library, West Virginia Library Commission, concerning support and funding for developing a museum for West Virginia motor-sports history

Commissioner Hardy requested this letter be held pending further review by Commission staff.

Approval of Journal Vouchers submitted by the County Clerk's Office

Commissioner Carper requested the Vouchers be held over until the October 3, 2002 Agenda.

Letter to West Virginia Ethics Commission regarding complaints against the members of the Kanawha County Solid Waste Board and Ms. Sally Shepherd

Letter to Lisa Thornburg, Deputy State Auditor, concerning Special Examination of the Kanawha County Home Confinement Program July 1, 1998 to October 31, 2001 Draft Results

Commissioner Carper requested this letter be held over until the October 3rd Commission meeting.

Memo regarding West Virginia Breast Cancer Awareness Day and Breast Awareness Month

MISCELLANEOUS

Overtime Pay for County Commission Employees for September 30, 2002 Payroll for Hours Worked August 15 - 30, 2002.

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Commissioner Hardy moved for approval of Budget Revision #6.
 Commissioner Carper seconded. Motion carried.

**F.Y. 2002-2003 GENERAL FUND BUDGET REVISION
 BUDGET REVISION #7**

EXPENDITURE:

001-699.00-6-60.03	Contingency-LED Vehicle	(\$24,000.00)
001-980.00-4-59.02	LED-Capital-Vehicles	24,000.00

Commissioner Hardy moved for approval of Budget Revision #7.
 Commissioner Carper seconded. Motion carried.

F.Y. 2002-2003 GENERAL FUND LINE ITEM REVISIONS

001-430.00-2-21.00	Comm Development Training & Education	(\$150.00)
001-430.00-2-36.00	Comm Development Refunds	150.00
001-701.00-1-03.01	Legal Process Fulltime	(\$3,000.00)
001-701.00-1-08.01	Legal Process Overtime	3,000.00

Commissioner Hardy moved for approval of the General Fund Line Item Revisions. Commissioner Carper seconded. Motion carried.

F.Y. 2002-2003 FIDUCIARY FUND LINE ITEM REVISION

016-411.00-3-41.00	Fiduciary Supplies & Materials	(\$2,000.00)
016-411.00-2-16.00	Fiduciary M & R Equipment	500.00
016-411.00-2-22.00	Fiduciary Dues & Subscriptions	1,500.00

To cover expenditures for maintenance agreement on office equipment and to cover the cost of annual dues.

Commissioner Hardy moved for approval of the Fiduciary Fund Line Item Revision. Commissioner Carper seconded. Motion carried.

NEW CLAIM (S) – ACKNOWLEDGEMENT – CGL INSURANCE

None

NEW BUSINESS

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DEPARTMENT PAY RAISES

Pay Raises for July		Old Amount	New Amount
401-Co Commission	Allen Bleigh	\$58,000.00	\$61,000.00
402-Co Clerk	Alma Y King	42,000.00	46,200.00
403-Cir Clerk	Cathy S Gatson	42,000.00	46,200.00
404-Sheriff's Tax	Greg Johnson	24,000.00	29,000.00
	Dave Tucker	34,000.00	37,400.00
405-Pros Atty	Mike Clifford	76,000.00	83,600.00
	Andrea Darr	20,800.00	21,840.00
	Geneva Foster	21,000.00	22,000.00
406-Assessor	Phyllis Gatson	34,000.00	37,400.00
407-Reappraisal	Larry Fink	28,000.00	30,000.00
700-LED	Samantha Ferrel	34,220.00	34,280.00
	Fred Flowers	26,100.00	34,160.00
	Brian Hall	34,220.00	34,280.00
	Jason Launi	34,220.00	34,280.00
	Justin Thaxton	34,220.00	34,280.00
	Robert Carper	34,220.00	34,280.00
	Larry Deitz	34,220.00	34,280.00
	Ricky Keglör	26,100.00	34,160.00
	Michael Morris	37,220.00	37,280.00
	Daniel Waller	34,220.00	34,280.00
	Kevin White	34,400.00	34,460.00
Pay Raises for Aug.		Old Amount	New Amount
401-Co Commission	Marc Slotnick	\$47,000.00	\$23,500.00
405-Pros Atty	Pancho Morris	52,297.00	54,316.00
420-Custodial	Billy Estep	20,607.00	21,216.00

		Old Amount	New Amount
Pay Raises for Sep.			
404-Sheriff's Tax	Mark Boyd	\$50,000.00	\$53,000.00
	Rebecca Buckner	18,000.00	20,000.00
	Kathy Burdell	27,000.00	30,000.00
	John Christenson	27,000.00	27,600.00
	Richard Layne	18,000.00	22,000.00
	Barry McCloud	21,000.00	24,000.00
	Marjorie Seaton	25,000.00	26,000.00
405-Pros Atty	Benjamin Freeman	32,000.00	35,000.00
700-LED	Matthew Cummings	34,460.00	34,520.00
	Judith Fox	23,500.00	26,000.00
	Christian George	34,460.00	34,520.00
	Christy McCann	22,000.00	24,000.00
	Brian Reynolds	37,520.00	37,580.00
	Brian Stover	40,820.00	40,880.00
	Robert Sullivan	37,820.00	37,880.00
	Gregory Young	40,820.00	40,880.00

EMERGENCY ITEMS

Supplemental Voucher, Hayslett Construction Company, Inc.,
\$300,199.50, Cabin Creek Sewer Project-Phase II

Supplemental Voucher, US Postmaster, \$126.00, Box #2351 Rental
Renewal, Circuit Clerk's Office

Supplemental Voucher, Kanawha County Public Library, \$600,206.47,
August Levy Payment

Supplemental Voucher, Kanawha County Public Library, \$195,672.94,
Levy Balance FY 01-02

Supplemental Voucher, Dunbar Community Volunteer Fire
Department, \$5,076.00, direct contribution for replacement of the
entire front 4-wheel drive unit on the Rescue Truck as approved
by the Mutual Aid Association

West Side Volunteer Firefighters, Inc., \$10,000.00, direct contribution
to completely rebuild extrication tools as approved by the Mutual
Aid Association

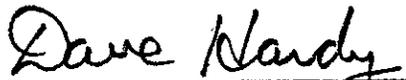
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Astech Corporation, \$68,870.00, asbestos abatement of former East Bank Jr. High per bids received 6-19-02

Commissioner Hardy moved for approval of the Emergency Items. Commissioner Carper seconded. Motion carried.

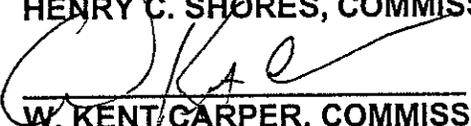
THE KANAWHA COUNTY COMMISSION MEETING OF SEPTEMBER 19, 2002 RECESSED AT 8:26 P.M. UNTIL THE 3rd DAY OF OCTOBER 2002 AT 5:00 P.M.

THE FOREGOING MINUTES ARE APPROVED THIS 3rd DAY OF OCTOBER 2002.



DAVE HARDY, PRESIDENT

HENRY C. SHORES, COMMISSIONER



W. KENT CARPER, COMMISSIONER



COUNTY ATTORNEY

(All proceedings on tape in the Commission Office)

RESOLUTION

WHEREAS, it is provided by Chapter 7, Article 12, Section 3 of the Code of West Virginia, relating to the Board of Members of County Redevelopment Authorities, that "the city and town council of each municipality located within the county shall submit to the County Court the name of one representative to be appointed to the Board",

NOW THEREFORE BE IT RESOLVED: That the council of the ~~(City)~~ (Town) of MARMET, Kanawha County, West Virginia, does hereby submit to the County Commission of Kanawha County the name of BILLY L. PAULEY, to be appointed as the representative of said (City) (Town) on the Board of the Regional Development Authority of Charleston, Kanawha County, West Virginia Metropolitan Region, to serve for a term of three years and until (his) (her) successor has been appointed and qualified, unless sooner removed by appropriate action of said council.

BE IT FURTHER RESOLVED: That a certified copy of this resolution be forthwith delivered by the (City) (Town) clerk to the Kanawha County Commission. PASSED BY Council 7/15/02.

I, THELMA H. PAULEY, Clerk of the (City) (Town) of MARMET, Kanawha County, West Virginia, hereby certify that the foregoing resolution was duly adopted at a (regular) ~~(special)~~ meeting of the council of said ~~(City)~~ (Town) held on July 15, 2002

Thelma H. Pauley
Clerk

TOWN OF CEDAR GROVE

P.O. Box 536
CEDAR GROVE, WEST VIRGINIA 25039
Phone: 595-1841

September 6, 2003

To Whom it May Concern:

On September 6, 2003, at a regular scheduled Council Meeting Donna Gagich was appointed to represent the Town of Cedar Grove at the RDA Meetings held on a monthly basis by the Kanawha County Commission.

This appointment is good until further notice is given that someone has replaced Councilwoman Gagich as the representative on the RDA Board.

Adopted September 6, 2003
Town Council
Town of Cedar Grove


Carolyn Bennett, Recorder

A REGULAR MEETING OF THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, WAS HELD ON THE 22nd DAY OF DECEMBER 2004 IN THE COURTROOM OF THE COUNTY COMMISSION LOCATED IN THE KANAWHA COUNTY COURTHOUSE IN CHARLESTON, WEST VIRGINIA, BEGINNING AT 8:00 A.M.

THE FOLLOWING MEMBERS WERE PRESENT:

W. KENT CARPER, PRESIDENT
HENRY C. SHORES, COMMISSIONER
DAVE HARDY, COMMISSIONER

THE ORDERS, RESOLUTIONS AND ORDINANCES AS SET FORTH ON THE FOLLOWING PAGES WERE ADOPTED:

12-22-04	2004-614	Order Confirming and Approving Purchase Orders in Excess of \$4,999.99 to be issued by the Kanawha County Commission Purchasing Department
12-22-04	2004-615	Order Confirming and Approving Purchase Orders, pursuant to West Virginia Code §7-7-7A, to be issued by the Kanawha County Commission Purchasing Department (under \$4,999.99)
12-22-04	2004-616	Order Confirming and Approving Purchase Orders, pursuant to WV Code §7-7-7A, to be issued by the Kanawha County Commission Purchasing Department (over \$4,999.99)
12-22-04	2004-617	Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for: General Fund
12-22-04	2004-618	Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for: Special Fund
12-22-04	2004-619	Order authorizing the President of the County Commission of Kanawha County to enter into the lease agreement for Geary Plaza for the Prosecuting Attorney's Office
12-22-04	2004-620	Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-432.00-5-68.01 in the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the Clendenin 25045 Association
12-22-04	2004-621	Order authorizing the President of the County Commission of Kanawha County to sign the Consent Agreement regarding the Jason Barnhouse Mobile Home Park
12-22-04	2004-622	Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-801.00-5.68.01 in the amount of Thirty Six Thousand Dollars (\$36,000.00) to the Kanawha County Board of Education for the focusing on the Graduation Rate Program as approved through the Kanawha County Behavioral Health Grant

- | | | | |
|----------|----------|--|---|
| 12-22-04 | 2004-623 | Order authorizing the President of the Kanawha County Commission to execute Reimbursement Request Number 4, for the Homeland Security – Law Enforcement Grant in the amount of \$178,156.00 | |
| 12-22-04 | 2004-624 | Applications for Appointment of Personal Property Taxes Pursuant to Final Divorce Orders in Accordance with Chapter 11, Article 5, Section 14, of the Code of West Virginia | |
| 12-22-04 | 2004-625 | Order authorizing the President of the County Commission of Kanawha County to execute Drawdown #2, in the amount of \$31,257.00 from the Courthouse Facilities Improvement Council Grant for the Masonry Repair Project for the Courthouse | |
| 12-22-04 | 2004-626 | Order authorizing the President of the County Commission of Kanawha County to execute a Small Cities Block Grant Community Development Program Contract between the WV Development Office and the Kanawha County Commission | |
| 12-22-04 | 2004-627 | Order authorizing the County Commission to sign "Letter of Credit Payment Request – Hazard Mitigation Grant Program" in association with Section 322 of FEMA's Disaster Mitigation Act of 2000 | |
| 12-22-04 | 2004-628 | Authorization for the President of the Kanawha County Commission to sign County Commission of Kanawha County, West Virginia, Pollution Control Revenue Bond, 1977 Series (FMC Corporation Project) No. R-0347 | |
| 12-22-04 | 2004-629 | Authorization for the President of the Kanawha County Commission to sign County Commission of Kanawha County, West Virginia, Pollution Control Revenue Bond, 1977 Series (FMC Corporation Project) No. R-0348 and R-0349 | |
| 12-22-04 | 2004-630 | Submission and approval of the 2004-2005 Special Fund Budgets of the County Commission of Kanawha County, West Virginia | |
| 12-22-04 | 2004-631 | Appointment of Sandra Ashworth to the St. Albans Public Service District | |
| 12-22-04 | 2004-632 | Appointment of Mike Reed to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region | ✓ |
| 12-22-04 | 2004-633 | Reappointment of Dan Halloran to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region | ✓ |
| 12-22-04 | 2004-634 | Reappointment of Mayor Essie Ford, Jr. to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region | ✓ |
| 12-22-04 | 2004-635 | Reappointment of Mayor Larry Conley to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region | ✓ |
| 12-22-04 | 2004-636 | Reappointment of Mayor Damron Bradshaw to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region | ✓ |
| 12-22-04 | 2004-637 | Reappointment of Mayor Charles Blair to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region | ✓ |

12-22-04	2004-638	Reappointment of John Jones, City Councilman for the City of Montgomery to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region	✓
12-22-04	2004-639	Reappointment of Butch Buckley, City Council Member of the City of South Charleston to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region	✓
12-22-04	2004-640	Reappointment of Jack Lavender to the Kanawha County Planning Commission	
12-22-04	2004-641	Appointment Kanawha County Sheriff Mike Rutherford to Metro 911 Executive Board	
12-22-04	2004-642	Establishment of the "Concealed Weapons Permit Fund" -- Fund #059	
12-22-04	2004-643	Transfer from Special Revenue Fund #004-General School Fund to the General Fund #001 (reimbursement of expenses incurred for the housing of prisoners in the regional jail facility)	
12-22-04	2004-644	Order for approval of submission of Application and Certificate for Payment on Judicial Annex Renovation Project in the amount of Four Hundred Eighty-Eight Thousand Five Hundred Six Dollars and Seventy-Five Cents (\$488,506.75) payable from United Bank Trust Account to BBL Carlton per attached requisition	
12-22-04	2004-645	Order for approval of submission of Application and Certificate for Payment on Judicial Annex Renovation Project in the amount of One Hundred Forty-One Thousand Seven Hundred Eighty-Eight Dollars and Twenty-One Cents (\$141,788.21) payable from United Bank Trust Account to BBL Carlton per attached requisition	
12-22-04	2004-646	Approval of Erroneous Assessment Exonerations submitted by the Kanawha County Assessor (<i>Decrease \$4,988.96 -- resubmitted exonerations from October 7, 2004 Commission Meeting, Order No. 519</i>)	
12-22-04	2004-647	Approval to decertify previously adopted Erroneous Assessment Exonerations submitted by the Kanawha County Assessor due to duplication from October 7, 2004, Commission Meeting, Order No. 519	
12-22-04	2004-648	Resolution #9	
12-22-04	2004-649	Reinstatement of Temporary Employee -- Amy Hudnall, Kanawha County Commission	
12-22-04	2004-650	Reinstatement of Temporary Employee -- Ashley McClure, Kanawha County Commission	
12-22-04	2004-651	Reinstatement of Temporary Employee -- Jessica Bumgardner, Kanawha County Commission	
12-22-04	2004-652	Reinstatement of Temporary Employee -- Rachel Miller, Kanawha County Commission	

Pledge of Allegiance – Commissioner Shores
Presented by: Special Guest

Moment of Silence and Recognition

Approval of the minutes of the Kanawha County Commission Meeting of November 16, 2004

Commissioner Hardy moved for approval of the Minutes. Commissioner Shores seconded. Motion carried.

INTRODUCTION OF NEW EMPLOYEES

Reagan Whitmyer, Prosecuting Attorney's Office, Assistant Prosecuting Attorney, new hire \$69,000.00

Fred Giggerbach, Prosecuting Attorney's Office, Assistant Prosecuting Attorney, new hire, \$62,500.00

Wil Valentino, Prosecuting Attorney's Office, Assistant Prosecuting Attorney, new hire, \$60,000.00

Steve Kenney, Prosecuting Attorney's Office, Assistant Prosecuting Attorney, new hire, \$60,000.00

Brian Lanham, Prosecuting Attorney's Office, Assistant Prosecuting Attorney, new hire, \$55,000.00

Jerry Riffe, Prosecuting Attorney's Office, Investigator, new hire, \$45,000.00

Charity Cole, Prosecuting Attorney's Office, Executive Assistant, new hire, \$35,000.00

Guyla Black, Prosecuting Attorney's Office, Legal Assistant, new hire, \$32,500.00

Stephanie Steele, Prosecuting Attorney's Office, Legal Assistant, new hire, \$30,000.00

Dawn Holiday, Prosecuting Attorney's Office, Legal Assistant, new hire, \$30,000.00

Sheila Lynn Melton, Sheriff's Department, Administrative Assistant, permanent to replace Beverly Jarrett, \$46,900.00

Harry Carpenter, Sheriff's Department, Chief Deputy – Legal Process, permanent to replace K.T. Quinlan, \$45,000.00 (*change in status*)

David L. Ross, Sheriff's Department, Professional Standards/Training Officer, \$45,000.00 (*change in status*)

H. Allen Bleigh, II, Sheriff's Department, Chief Tax Deputy, permanent to replace Mark Boyd, \$75,900.00 (*change in status*)

Sarah Rose Thomas, Circuit Clerk's Office, Deputy Clerk, permanent to replace Christine McKeel, \$18,000.00

Nancy Taylor, Circuit Clerk's Office, Deputy Clerk, permanent to replace Benjamin Porta, \$18,000.00

E. Lynne Slamick, County Clerk's Office, Administrative Assistant, permanent to replace Pat Lucas, \$43,000.00

Ashley McClure, Commission, Reinstatement of Temporary Employee, \$12.00 per hour

Amy Hudnall, Commission, Reinstatement of Temporary Employee, \$8.50 per hour

Jessica Bumgardner, Commission, Reinstatement of Temporary Employee, \$7.50 per hour

Rachel Miller, Commission, Reinstatement of Temporary Employee, \$7.50 per hour

Commissioner Carper moved for approval of the new employees. Commissioner Hardy seconded. Motion carried.

RESOLUTIONS

AGENDA ITEMS

Discussion regarding Sheriff-Elect Mike Rutherford's nomination for Chief Law Enforcement Deputy with further discussion to include, but not be limited to, the proposed salary approved by the Commission

Commissioner Carper
Commissioner Shores
Commissioner Hardy

Kanawha County Sheriff-Elect Mike Rutherford

Sheriff-elect Rutherford recommended Johnny Rutherford be placed in the position of Chief Law Enforcement Deputy. Commissioner Shores moved for approval. Commissioner Carper seconded. Motion carried. Commissioner Hardy voted no on this position due to his stand on relatives working and reporting directly to a close relative and further stated he clearly wanted the record to reflect that he had confidence in both Sheriff-elect Rutherford and Captain Rutherford.

Presentation of Certificate of Appreciation from the Charleston Cadet Squadron Civil Air Patrol for the Commission's contribution for communication equipment

Commissioner Carper
Lt. Col. Tom Morris, Charleston Cadet Squadron,
Civil Air Patrol

Lt. Colonel Morris presented the Commissioners with a Certificate of Appreciation from the Charleston Cadet Squadron CAP for the contribution which was used to purchase communication equipment.

Discussion regarding correspondence received from Tom Blair concerning Prosecuting Attorney's Office at 550 Eagan Street

Commissioner Carper
Commissioner Shores
Commissioner Hardy

Commissioner Carper stated correspondence had been received from Mr. Blair in which it was stated that the County must be moved out of the Eagan Street property by no later than December 31, 2004. Mr. Glasser stated the Commission did give timely notice on this matter, which was legal and proper. Mr. Slotnick further stated the County was covered completely by the terms listed in the Lease Agreement. Mr. Blair was offered the option to allow the County to stay for two additional months but declined. Commissioner Hardy moved to leave Eagan Street and move the Prosecuting Attorney's office to Geary Plaza. Commissioner Carper seconded. Motion carried. The record will reflect that Commissioner Shores voted no on this issue due to the fact that he felt the Commission had an obligation to remain at Eagan Street after the major renovations undertaken by Mr. Blair.

Discussion regarding authority for President to enter into lease for the Prosecuting Attorney's Office with Geary Plaza

Commissioner Carper
Commissioner Shores
Commissioner Hardy

Mr. Slotnick stated he and Mr. Glasser reviewed the changes and amendments in the lease for Geary Plaza and was satisfied with the changes. Commissioner Hardy moved for approval to hire Mr. Glasser to represent the County in case of a lawsuit. Commissioner Carper seconded. Motion carried. The record will reflect Commissioner Shores voted no on this motion.

Discussion regarding addition of Kanawha County Sheriff-Elect Mike Rutherford to Metro 911 Executive Board

Commissioner Carper

Carolyn Charnock, Executive Director, Metro 911

Commissioner Carper recommended that Sheriff Rutherford be added as a member to the Metro E-911 Executive Committee. The Board will now stand at 12 members. Commissioner Hardy moved to approve the addition of Sheriff Rutherford to the Metro Executive Committee. Commissioner Shores seconded. Motion carried.

Discussion regarding re-bidding maintenance contract for the elevators at the Kanawha County Courthouse, Judicial Annex Building and Kanawha County Parking Garages

Commissioner Carper

Jerie Whitehead, Purchasing/HR Director

Commissioner Carper directed Ms. Whitehead to contact the State Purchasing Department to follow-up on the lawsuit, which was filed by the State. Commissioner Carper stated he would recommend re-bidding the contract. Ms. Whitehead will report her findings back to the Commission at the next Commission meeting.

Discussion regarding damage to the front of the Court Street side of the Judicial Annex

Commissioner Carper

Commissioner Carper directed Mr. Blue to hold the final check until a decision is made as to how to repair the damage to the front of the Annex. Mr. Smith stated currently the contractor is attempting to patch and repair the damage with the same stone. Commissioner Carper moved to hold the final check until the County is satisfied with the repairs. Commissioner Shores seconded. Motion carried. Additionally, Commissioner Carper directed a letter be sent to the elected officials asking if they have any concerns or repairs to be damaged prior to the completion of the job, they are to contact the County Manager.

Discussion regarding Consent Agreement with Jason Barnhouse Mobile Home Park

Commissioner Carper

Commissioner Shores
Commissioner Hardy
Terry Sayre, Deputy Planning Director

Mr. Sayre stated Mr. Barnhouse signed the Consent Agreement and returned it to him. Commissioner Carper moved to accept the Agreement. Commissioner Shores seconded. Motion carried.

Sheriff's Department payroll matter

Commissioner Carper
Commissioner Shores
Commissioner Hardy
Allen Bleigh, County Manager
Kim Lutz, Accounting Director, County Clerk's Office
Representative(s) from the Sheriff's Department

Sheriff Tucker stated he would not meet with the County Clerk's office until his requests were met. Commissioner Carper stated there are mistakes with regard to the Sheriff's Department payroll but no one from the department to answer the questions. Ms. Lutz stated the County Clerk's office was willing to go through the records in an attempt to find the correct time for each employee. Commissioner Hardy asked if there was information, which the Clerk's office could rely on to change the time. Ms. Lutz stated she did not have the needed information. Commissioner Hardy moved to direct the Clerk's office to make the appropriate changes. Commissioner Carper seconded. Motion carried.

PUBLIC COMMENT

COUNTY MANAGER'S REPORT

COUNTY ATTORNEY'S REPORT

Discussion regarding letter received from Division of Labor in the matter of Denise Tucker

Commissioner Carper moved to appeal the decision to pay Mrs. Tucker \$10,000. Commissioner Carper seconded. Motion carried. Ms. Fox will handle this matter on behalf of the Commission.

COMMISSIONER'S REPORT/AGENDA SETTING

Funding request by the Town of Pratt for needed equipment for water company and support for paving roads
Commissioner Hardy

Councilman Bob Simile appeared before the Commission to request funding from the Commission in the amount of \$3,000.00 to purchase in a piece of equipment required from the State for the water plant. An additional request for \$7,000.00 is needed to pave certain roads in the Town. Commissioner Carper moved to place this item for a vote on the next agenda. Commissioner Hardy seconded. Motion carried. The funds will come from Coal Severance.

STAFF REPORTS

CLERK OF THE WORKS REPORT

Update regarding the Judicial Annex renovation project

FIDUCIARY

Order Confirming and Ratifying Supervisor's Report of Claims and Short Settlement Reports

Order Confirming and Ratifying Supervisor's Report of Claims and Settlement Reports

Order Declaring Reopened Estate Closed, Estate of Vernon B. Harris

Order Admitting Will to Probate, Estate of Zelma Tina Felice

Recommendation and Order of Fiduciary Commissioner O. Gay Elmore Jr., Estate of William S. Dandy

Recommendation and Order of Fiduciary Commissioner O. Gay Elmore, Jr., Estate of Lydia M. Runquist

Order Referring to a Fiduciary Commissioner, Estate of Thomas A. Cook

Commissioner Hardy moved for approval of the Fiduciary Orders. Commissioner Shores seconded. Motion carried.

PURCHASE ORDERS

Order Confirming and Approving Purchase Orders in Excess of \$4,999.99 to be issued by the Kanawha County Commission Purchasing Department:

WV State Auditor's Office, \$12,260.00 (*second payment for the financial audit of the 2003 fiscal year*)

Casto & Harris, \$41,771.48 (*general ballots; ballot guides, ballot labels; 1,200 ballot frames, Circuit Clerk/Voters*)

Kanawha-Charleston Humane Association, \$7,246.08 (*reimbursement for utilities \$3,779.14; reimbursement for Paxton Business Services \$675.00; reimbursement for general sales \$696.86; reimbursement for Columbus serum \$2,095.08, Humane Association*)

Packard Business Systems, \$6,580.00 (*maintenance agreement renewal for time clock system \$4,595.00; user license upgrade and addition of job tracking module for the Assessor's Office \$1,985.00, Maintenance*)

Nationwide Flood Insurance Program, \$8,605.00 (*flood insurance for Kanawha-Charleston Board of Health Building*)

Lewis, Glasser, Casey & Rollins, PLLC, \$7,447.54 (*legal services rendered on 2004 water rate case, invoice dated 11/22/04*)

Jefferson Volunteer Fire Department, \$14,379.92 (*reimburse fire truck payment per letter of intent, Jefferson Volunteer Fire Department*)

Commissioner Hardy moved for approval of the Purchase Orders. Commissioner Shores seconded. Motion carried.

WEST VIRGINIA CODE § 7-7-7A REQUISITIONS (over \$4,999.99)

Order Confirming and Approving Purchase Orders, pursuant to WV Code 7-7-7A, to be issued by the Kanawha County Commission Purchasing Department (over \$4,999.99):

West Virginia Code § 7-7-7A Requisition – Election Systems & Software, \$7,640.10 (*election coding for General Election, County Clerk*)

Commissioner Hardy moved for approval of the Requisitions. Commissioner Shores seconded. Motion carried.

WEST VIRGINIA CODE § 7-7-7A REQUISITIONS (under \$4,999.99)

Order Confirming and Approving Purchase Orders, pursuant to West Virginia Code §7-7-7A, to be issued by the Kanawha County Commission Purchasing Department (under \$4,999.99):

West Virginia Code § 7-7-7A Requisition – Karen H. Miller, \$93.75 (*legal services, County Clerk*)

West Virginia Code § 7-7-7A Requisition – Specprint, \$580.00 (*12 month lease on directory service map and ownership atlas, County Clerk*)

West Virginia Code § 7-7-7A Requisition – Complete Systems, \$61.05 (*election equipment, County Clerk*)

West Virginia Code § 7-7-7A Requisition – Van Imaging Systems, \$500.00 (*professional services for check printer, County Clerk*)

West Virginia Code § 7-7-7A Requisition – Packard Business, \$781.16 (*checks, County Clerk*)

- West Virginia Code § 7-7-7A Requisition – Syscon Imaging System, \$3,087.50 (*labor for server upgrade, County Clerk*)
- West Virginia Code § 7-7-7A Requisition – Progressive Business Publications, \$299.00 (*County Clerk*)
- West Virginia Code § 7-7-7A Requisition – Casto & Harris, \$421.96 (*2000 lead wires, County Clerk*)
- West Virginia Code § 7-7-7A Requisition – John's Lock & Key, \$1,365.18 (*lock and key services, County Clerk*)
- West Virginia Code § 7-7-7A Requisition – Stanley Steamer, \$480.00 (*clean panels in Voters Registration, County Clerk*)
- West Virginia Code § 7-7-7A Requisition – Lanier Worldwide, \$502.94 (*copier rental/overages through 12/31, LED*)
- West Virginia Code § 7-7-7A Requisition – Alltell, \$2,000.00 (*cell phone bills through 12/31, LED*)
- West Virginia Code § 7-7-7A Requisition – Hancock Garbage, \$160.00 (*trash pickup for Quincy Detachment, LED*)
- West Virginia Code § 7-7-7A Requisition – Quincy Center, \$934.00 (*November and December lease payment for Quincy Detachment, LED*)
- West Virginia Code § 7-7-7A Requisition – Software Systems, \$105.00 (*increase Purchase Order to cover maintenance on AS400 through 12/31/04, Sheriff's Tax*)

Commissioner Hardy moved for approval of the Requisitions. Commissioner Shores seconded. Motion carried.

ORDERS

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. General Fund (001), general budgetary, \$837,422.56
The Honorable Alma Y. King, County Clerk

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. Fiduciary Fund (016) \$3,587.87
- b. Parking Facility (271) \$5,832.55
- c. KCC Special Health (372) \$153,788.90
- c. Coal Severance (002) \$20,431.03
- d. Magistrate Court II (006) \$2,205.76
- e. Enhanced 911 (007) \$136,449.58
- f. Home Confinement (008) \$4,517.28
- f. Federal Grant DR1378 003 (009) \$175.00
- g. Federal Grant DR1378 001 (009) \$3,225.00
- h. Federal Grant DR1319-1 (009) \$14,025.00
- i. Federal Grant Kelly's Creek (009) \$277.82
- j. Building Demolition (023) \$225.00

- h. Public Safety (029) \$4,497.00
- i. Special Law (073) \$26,798.00
The Honorable Alma Y. King, County Clerk

Order authorizing the President of the County Commission of Kanawha County to enter into the lease agreement for Geary Plaza for the Prosecuting Attorney's Office

Commissioner Carper
Commissioner Hardy
Marc Slotnick, County Attorney
Allen Bleigh, County Manager

Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-432.00-5-68.01 in the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the Clendenin 25045 Association

Allen Bleigh, County Manager

Order authorizing the President of the County Commission of Kanawha County to sign the Consent Agreement regarding the Jason Barnhouse Mobile Home Park

Terry Sayre, Deputy Planning Director

Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-801.00-5.68.01 in the amount of Thirty Six Thousand Dollars (\$36,000.00) to the Kanawha County Board of Education for the focusing on the Graduation Rate Program as approved through the Kanawha County Behavioral Health Grant

Jennifer Herrald, Grant Coordinator

Order authorizing the President of the Kanawha County Commission to execute Reimbursement Request Number 4, for the Homeland Security – Law Enforcement Grant in the amount of \$178,156.00

Jennifer Herrald, Grant Coordinator

Applications for Appointment of Personal Property Taxes Pursuant to Final Divorce Orders in Accordance with Chapter 11, Article 5, Section 14, of the Code of West Virginia

Marc Slotnick, County Attorney

Order authorizing the President of the County Commission of Kanawha County to execute Drawdown #2, in the amount of \$31,257.00 from the Courthouse Facilities Improvement Council Grant for the Masonry Repair Project for the Courthouse

Jennifer Herrald, Grant Coordinator

Order authorizing the President of the County Commission of Kanawha County to execute a Small Cities Block Grant Community Development Program Contract between the WV Development Office and the Kanawha County Commission

Jennifer Herrald, Grant Coordinator

Order authorizing the County Commission to sign "Letter of Credit Payment Request – Hazard Mitigation Grant Program" in association with Section 322 of FEMA's Disaster Mitigation Act of 2000

Bill White, Emergency Services Director

Authorization for the President of the Kanawha County Commission to sign County Commission of Kanawha County, West Virginia, Pollution Control Revenue Bond, 1977 Series (FMC Corporation Project) No. R-0347

Marc Slotnick, County Attorney

Allen Bleigh, County Manager

Authorization for the President of the Kanawha County Commission to sign County Commission of Kanawha County, West Virginia, Pollution Control Revenue Bond, 1977 Series (FMC Corporation Project) No. R-0348 and R-0349

Marc Slotnick, County Attorney

Allen Bleigh, County Manager

Submission and approval of the 2004-2005 Special Fund Budgets of the County Commission of Kanawha County, West Virginia

Appointment of Sandra Ashworth to the St. Albans Public Service District

Appointment of Mike Reed to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region

Reappointment of Dan Halloran to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region

Reappointment of Mayor Essie Ford, Jr. to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region

Reappointment of Mayor Larry Conley to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region

Reappointment of Mayor Damron Bradshaw to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region

Reappointment of Mayor Charles Blair to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region

Reappointment of John Jones, City Councilman for the City of Montgomery to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region

Reappointment of Butch Buckley, City Council Member of the City of South Charleston to the Regional Development Authority of Kanawha County, West Virginia Metropolitan Region

Reappointment of Jack Lavender to the Kanawha County Planning Commission

Appointment Kanawha County Sheriff Mike Rutherford to Metro 911 Executive Board

Establishment of the "Concealed Weapons Permit Fund" – Fund #059
Allen Bleigh, County Manager

Transfer from Special Revenue Fund #004-General School Fund to the General Fund #001 (reimbursement of expenses incurred for the housing of prisoners in the regional jail facility)
Allen Bleigh, County Manager

Order for approval of submission of Application and Certificate for Payment on Judicial Annex Renovation Project in the amount of Four Hundred Eighty-Eight Thousand Five Hundred Six Dollars and Seventy-Five Cents (\$488,506.75) payable from United Bank Trust Account to BBL Carlton per attached requisition
Allen Bleigh, County Manager

Order for approval of submission of Application and Certificate for Payment on Judicial Annex Renovation Project in the amount of One Hundred Forty-One Thousand Seven Hundred Eighty-Eight Dollars and Twenty-One Cents (\$141,788.21) payable from United Bank Trust Account to BBL Carlton per attached requisition
Allen Bleigh, County Manager

Approval of Erroneous Assessment Exonerations submitted by the Kanawha County Assessor (*Decrease \$4,988.96 – resubmitted exonerations from October 7, 2004 Commission Meeting, Order No. 519*)
Marc Slotnick, County Attorney
Steve Sluss, Assessor's Office

Approval to decertify previously adopted Erroneous Assessment Exonerations submitted by the Kanawha County Assessor due to duplication from October 7, 2004, Commission Meeting, Order No. 519
Marc Slotnick, County Attorney

Steve Sluss, Assessor's Office

Commissioner Hardy moved for approval of the Fiduciary Orders. Commissioner Shores seconded. Motion carried. The record will reflect Commissioner Shores voted no on the appointment of Mike Reed to the RDA Board.

LETTERS OF INTENT

MISCELLANEOUS

F.Y. 2004-2005 GENERAL FUND BUDGET REVISION #9

REVENUE:

001-306-00.00	Gas Severance Tax	\$174,773.00
001-322-14.00	VAWA Domestic Violence Grant	719.00
001-324-03.00	MDENT Grant-City of Charleston	9,333.00
001-378-00.00	Proceeds form Bond Restructuring	87,821.00

EXPENDITURE:

001-401.00-5-68.00	Co. Comm. Contributions	\$27,821.00
001-405.00-1-03.01	Pros. Atty. Fulltime	26,900.00
001-405.00-1-04.00	Pros. Atty. FICA	2,058.00
001-405.00-1-06.00	Pros. Atty. Retirement	2,823.00
001-420.00-1-08.01	Custodial Overtime	3,000.00
001-430.00-2-36.00	Comm. Development Refunds/Reimbursements	1,000.00
001-430.00-5-68.35	Comm. Development Countywide Cleanup	29,000.00
001-700.00-1-08.01	Sheriff's LED Overtime	10,052.00
001-700.00-2-16.00	Sheriff's LED M & R Auto	4,000.00
001-701.00-1-03.01	Legal Process Fulltime	15,475.00
001-701.00-1-04.00	Legal Process FICA	1,184.00
001-701.00-1-06.00	Legal Process Retirement	1,625.00
001-987.00-4-59.00	Courthouse Capital-Equipment	50,000.00
001-988.00-4-57.00	Annex Capital-Building	73,733.00
001-994.00-4-59.00	Emergency Services Capital Equipment	23,975.00

To record reinstatement of funding to the Prosecuting Attorney's office and Sheriff's Legal Process Division for remainder of fiscal year; to record allocation for repairs to police cruisers per prior agreement of county commission; to allocate funding for purchase of simplex radio equipment for emergency responders

Commissioner Hardy moved for approval of Budget Revision #9. Commissioner Shores seconded. Motion carried.

F.Y. 2004-2005 GENERAL FUND LINE ITEM REVISION

001-401.00-2-29.00	Co. Comm. Court Costs	(\$2,000.00)
001-401.00-2-22.00	Co. Comm. Dues & Subscriptions	\$2,000.00
001-413.00-2-30.00	Co. Clk.- Elections Contracted Services	(\$11,500.00)
001-413.00-2-23.00	Co. Clk. -Elections Professional Services	\$11,500.00
001-425.00-2-31.00	Annex Fire Service Fee	(\$3,500.00)
001-425.00-2-30.00	Annex Contracted Services	\$3,500.00
001-430.00-2-16.00	Comm. Development M&R Equipment	(\$1,000.00)
001-430.00-3-41.00	Comm. Development Equip. Non-Depreciable	(\$1,000.00)
001-430.00-2-18.00	Comm. Development Postage	\$2,000.00
001-439.00-2-30.00	Planning Commission Contracted Services	(\$500.00)
001-439.00-2-12.00	Planning Commission Printing	\$500.00
001-902.00-3-41.00	Camp Tate Equipment-Non-Depreciable	(\$300.00)
001-902.00-1-08.00	Camp Tate Overtime	\$300.00

Commissioner Hardy moved for approval of the General Fund Line Item Revision. Commissioner Shores seconded. Motion carried.

F.Y. 2004-2005 FIDUCIARY SUPERVISOR LINE ITEM REVISIONS

016-411.00-2-23.00	Professional Services	(\$4,000.00)
016-411.00-2-18.00	Postage	(200.00)
016-411.00-1-08.01	Overtime	3,000.00
016-411.00-2-16.00	M & R Equipment	200.00
016-411.00-2-22.00	Dues & Subscriptions	1,000.00

Commissioner Hardy moved for approval of the Fiduciary Supervisor Line Item Revisions. Commissioner Shores seconded. Motion carried.

NEW CLAIM(S) – ACKNOWLEDGEMENT – CGL INSURANCE

DEPARTMENT PAY RAISES

PROSECUTING ATTORNEY'S OFFICE

<u>NAME</u>	<u>OLD SALARY</u>	<u>PROPOSED SALARY</u>
Don Morris	\$90,792.00	\$95,000.00
Steve Revercomb	\$85,008.00	\$90,000.00
Laura Young	\$83,808.00	\$90,000.00
Michele Drummond	\$72,792.00	\$90,000.00
Kim Hindman	\$54,200.00	\$60,000.00
Chris McClung	\$53,800.00	\$60,000.00
Linda Auxier	\$31,800.00	\$35,000.00

Renee McDonnell \$30,488.00 \$35,000.00

Commissioner Hardy moved for approval of the pay raises for the Prosecuting Attorney's Office staff. Commissioner Shores seconded. Motion carried. The record will reflect that Kim Hindman's name is to be withdrawn.

COUNTY CLERK'S OFFICE

Patricia Fisher	\$34,271.00	\$40,000.00
Patty Kirk	\$24,919.00	\$27,919.00
Mark Dawson	\$23,093.00	\$26,093.00
Julia Siders	\$22,504.00	\$25,504.00
Candy Joseph	\$22,194.00	\$25,194.00
Kim Lutz	\$49,800.00	\$54,800.00
Gerald Drucker	\$47,800.00	\$52,800.00
Kim Fleck	\$19,096.00	\$22,096.00
David Dodd	\$57,800.00	\$62,800.00

Mrs. McCormick appeared before the Commission to discuss possible adjustments to the above listed employees. Currently, some of the employees listed will be taking on additional duties as well as some of the employees will be promoted to supervisory positions. Mrs. McCormick gave a brief breakdown of each employee and their duties but stated she would like to appear back before the Commission in a few months to ask for an increase for some additional employees once she sees what each employee's work detail requires. Ms. Lutz stated Mrs. McCormick would no longer draw her salary of Registrar (\$52,000), which would allow for an increase in salaries in the line item. Commissioner Carper moved to adjust the salaries for the above listed employees. Commissioner Shores seconded with the amendment that there is an increase of Ms. Lutz' salary by \$2000 (annual salary of \$56,800).

NEW BUSINESS

Supplemental voucher, Clendenin 25045 Association, \$100,000.00
(lighting, security, insurance and repairs to roof of their office building)

Supplemental voucher, Kanawha County Board of Education, \$36,000.00
(focusing on the Graduation Rate Program as approved through the Kanawha County Behavioral Health Grant)

Supplemental voucher, Casto & Harris, \$41,771.48 *(general ballots; ballot guides, ballot labels; 1,200 ballot frames, Circuit Clerk/Voters)*

Supplemental voucher, Kanawha County Public Library, \$147,414.47 (*levy payment for FY 04-05*)

Supplemental voucher, WV State Auditor's Office, \$12,260.00 (*second payment for the financial audit of the 2003 fiscal year*)

Supplemental voucher, Family Carpet, \$35,937.54 (*replace Purchase Order S042089 to pay invoices for carpet in Judicial Annex; original Purchase Order S050839, Maintenance/Annex*)

Supplemental voucher, BBL Carlton, LLC, \$9,370.49 (*delivery and procurement of 15 chairs, disassemble tables, refinish chairs and refinish seven stands \$4,628.51; refinish tables for Judicial Annex \$4,741.98, Maintenance/Annex*)

Supplemental voucher, Custom Office Furniture, Inc., \$1,273.12 (*labor and disassemble existing Kimball Systems Furniture for Voters Registration to install carpet, Maintenance Annex*)

Commissioner Hardy moved for approval of the New Business items. Commissioner Shores seconded. Motion carried.

NEW INSURANCE CLAIM NOTIFICATION

Lawsuit – Plaintiffs allege the Administrator mishandled the Estate of Benjamin Fields

EMERGENCY ITEMS

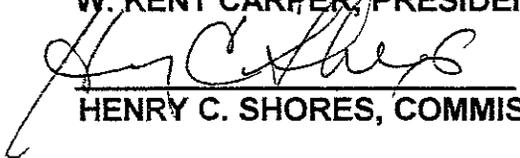
- ◆ **AND BOLD PRINT DENOTES EMERGENCY ITEM AND/OR CHANGE TO AGENDA**

THE KANAWHA COUNTY COMMISSION MEETING OF DECEMBER 22, 2004 RECESSED AT 10:01 A.M. UNTIL THE 6TH DAY OF JANUARY 2004 AT 5:00 P.M.

THE FOREGOING MINUTES ARE APPROVED THIS 3RD DAY OF FEBRUARY 2005.



W. KENT CARPER, PRESIDENT



HENRY C. SHORES, COMMISSIONER

Dave Hardy
DAVE HARDY, COMMISSIONER

M. J. D.
COUNTY ATTORNEY

(All proceedings on tape in the Commission Office)

A REGULAR MEETING OF THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, WAS HELD ON THE 3RD DAY OF FEBRUARY 2005 IN THE COURTROOM OF THE COUNTY COMMISSION LOCATED IN THE KANAWHA COUNTY COURTHOUSE IN CHARLESTON, WEST VIRGINIA, BEGINNING AT 5:00 P.M.

THE FOLLOWING MEMBERS WERE PRESENT:

**W. KENT CARPER, PRESIDENT
HENRY C. SHORES, COMMISSIONER
DAVE HARDY, COMMISSIONER**

THE ORDERS, RESOLUTIONS AND ORDINANCES AS SET FORTH ON THE FOLLOWING PAGES WERE ADOPTED:

2-3-05	2005-051	Order Confirming and Approving Orders in Excess of \$4,999.99 to be issued by the Kanawha County Commission Purchasing Department
2-3-05	2005-052	Order Confirming and Approving Orders in Excess of \$4,999.99 to be issued by the Kanawha County Commission Purchasing Department (Stephen's Auto)
2-3-05	2005-053	Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission-General Fund
2-3-05	2005-054	Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission-Special Fund
2-3-05	2005-055	Upper Frame Water Line Extension Project, Small Cities Block Grant – Order authorizing the President of County Commission to sign two letters and a Financial Report and to authorize the Clerk of the County Commission issue a warrant out of the Upper Frame Water Line Extension Project Account – Drawdown No. 5
2-3-05	2005-056	Order authorizing the President of the County Commission of Kanawha County to execute a Financial Status Report for the 2004-LB-BX-0954 Local Law Enforcement Block Grant
2-3-05	2005-057	Order authorizing the President of the County Commission of Kanawha County to execute a Financial Status Report for the 2003-LB-BX-2616 Local Law Enforcement Block Grant
2-3-05	2005-058	Order authorizing the President of the County Commission of Kanawha County to execute a Financial Status Report for the 2002-LB-BX-1899 Local Law Enforcement Block Grant
2-3-05	2005-059	Authorization for the Clerk of the County Commission to issue a check from Line Item #001-443.29-5-68.00 in the amount of Twenty-Six Thousand Five Hundred Twenty-Four Dollars and Twelve Cents (\$26,524.12) to the West Virginia Sheriff's Association for reimbursement from the Division of Criminal Justice Services for the Youth Leadership Academy Grant 04-DC-32

- 2-3-05 2005-060 Order authorizing the President of the Kanawha County Commission to execute Reimbursement Request Number 4, for the Homeland Security – Planner Grant in the amount of \$10,464.65
- 2-3-05 2005-061 Order authorizing the President of the Kanawha County Commission to execute Reimbursement Request Number 5, for the Homeland Security – Law Enforcement Grant in the amount of \$7,415.52
- 2-3-05 2005-062 Order – Application for Annexation of land into the City of South Charleston by Petition (Jubilee Heights)
- 2-3-05 2005-063 Order – Application for Annexation of land into the City of South Charleston by Petition (Fairlawn, West Spring Hill)
- 2-3-05 2005-064 Authorization for the President of the County Commission to sign bond presented for transfer of previously canceled bonds (Bond No. R-0195)
- 2-3-05 2005-065 Order authorizing the President of the Kanawha County Commission to sign Pledgee Agreement Form for the Federal Reserve Bank of Boston
- 2-3-05 2005-066 Order authorizing the President of the Kanawha County Commission to execute a Grant Contract between the West Virginia Office of Emergency Services and Kanawha County for security equipment at the Metro 911 Center
- 2-3-05 2005-067 Reappointment of Mary Jane Bradshaw to the Board of Appeals under the Adult Entertainment Ordinance of 2003
- 2-3-05 2005-068 Reappointment of Harold Clark to the Board of Appeals under the Adult Entertainment Ordinance of 2003
- 2-3-05 2005-069 Reappointment of John Caudill to the Kanawha County Parks and Recreation Commission
- 2-3-05 2005-070 Reappointment of K.E. Thomas to the Regional Development Authority of Charleston ✓
- 2-3-05 2005-071 Order authorizing the President of the County Commission of Kanawha County to execute a Financial Status Report for 2004-SH-WX-0146 COPS in Schools Grant
- 2-3-05 2005-072 Order appointing The Honorable Joe Manchin III, and/or his appointed designee, to the Central West Virginia Regional Airport Authority
- 2-3-05 2005-073 Authorization for the Clerk of the County Commission to issue a check from Line Item #033-443-5-66.00 in the amount of Fifty Thousand Dollars (\$50,000) to the Upper Kanawha Valley Enterprise Community
- 2-3-05 2005-074 Authorization for the Clerk of the County Commission to issue a check from Coal Severance Line Item #002-439-5-68.00 in the amount of Twenty-Five Thousand Dollars (\$25,000) to the Kanawha County School Board for East Bank Middle School

- | | | |
|--------|----------|--|
| 2-3-05 | 2005-075 | Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-401.00-5-68.00 in the amount of Fifty Thousand Dollars (\$50,000.00) payable to the Kanawha County Board School Board for Sissonville High School |
| 2-3-05 | 2005-076 | Order reappointing Travis Ramsuer to the Public Defender Corporation for the 13th Circuit of West Virginia |
| 2-3-05 | 2005-077 | New Employee – Zachary Phalen, Parking Facility (Permanent Part-Time Status) replacing David Hughes |
| 2-3-05 | 2005-078 | Resolution – Budget #11 |
| 2-3-05 | 2005-079 | Approval of Erroneous Assessment Exonerations submitted by the Kanawha County Assessor (<i>cancelled tickets, personal property, decrease \$ 17,207.70; corrected real estate increase of \$441.42; real estate, decrease of \$41,943.42</i>) |

Pledge of Allegiance – Commissioner Carper

Moment of Silence and Recognition

Approval of Minutes of the December 22, 2004, Commission meeting

Commissioner Hardy moved for approval of the December 22, 2004 Minutes. Commissioner Shores seconded. Motion carried.

INTRODUCTION OF NEW EMPLOYEES

Mary Wright, Magistrate Court, Deputy Clerk (Worthless Checks)
(previously approved January 20, 2005, for introduction)

Zachary Phalen, Parking Garage, part-time, replacing David Hughes,
\$7.50 per hour

Heather Herald, County Clerk, temporary position, Record Room/Voters,
salary paid through Board of Education (Carver)
(previously approved January 20, 2005, for introduction)

Sierra Calloway, County Clerk, temporary position, Record Room/Voters,
salary paid through Board of Education (Carver)
(previously approved January 20, 2005, for introduction)

Commissioner Shores moved for approval of the new employees. Commissioner Hardy seconded. Motion carried.

RESOLUTIONS

AGENDA ITEMS

Update regarding Methamphetamine prosecutions and public education program

Commissioner Carper
The Honorable Bill Charnock, Prosecutor

Mr. Charnock gave a brief update on prosecutions and education to increase public knowledge with regards to methamphetamine lab production and drug awareness. Posters have been printed listing common ingredients and passed out to various retail establishments and will be posted on County property. Furthermore, public hearings will held in several communities to properly educate and warn of potential dangers. Assemblies will be held for middle and high schools throughout the County. Commissioner Carper stated federal funding for cleanup is running out as well as overtime costs increasing due to the large number of busts.

Discussion regarding request by Prosecuting Attorney for the purchase of two vehicles

Commissioner Carper
Bill Chamock, Prosecuting Attorney
Jerie Whitehead, Purchasing/HR Director

Mr. Chamock stated he is in need of two vehicles for his office which would be used for the investigators and staff. Currently, the two vehicles in the Prosecuting Attorney's office are in need of repair. Commissioner Shores moved to purchase two new vehicles with the proviso that the vehicle with high mileage go to the Parks and Recreation for their use. Commissioner Hardy seconded. Motion carried.

Discussion regarding annual purchase of vehicles for Sheriff's Law Enforcement Division including, but not limited to, the needs of the Sheriff's Department and what fleet is needed and needs for the Detective Bureau

Commissioner Carper
Commissioner Shores
Commissioner Hardy
The Honorable Mike Rutherford, Sheriff
Chief Johnny Rutherford

Sheriff Rutherford appeared before the Commission to request the use of funds in his budget to purchase new vehicles (out of the Drug Forfeiture Fund) for the detective bureau. The cost for the vehicles will run approximately \$41,000. Commissioner Shores moved for approval of the purchase of the vehicles. Commissioner Carper seconded. Motion carried. The record will reflect that Commissioner Hardy stated at the

previous meeting 12 vehicles were purchased and the fleet needs to be looked, in total, prior to making the decision to purchase additional vehicles.

Discussion regarding requested increase in parking rates at Yeager Airport

Commissioner Carper
Commissioner Shores
Rick Atkinson, Director, Yeager Airport

Mr. Atkinson gave a brief presentation to the Commission and requested the parking rates (\$.50 increase on the maximum daily rate - \$5.50 to \$6.00 for long term parking) be increased. Rates were compared with other airports, i.e., Roanoke, Virginia; Evansville, Indiana, Lexington Kentucky, etc. Revenue will be used towards the construction of the new parking garage. Commissioner Shores moved to allow Yeager Airport to increase their rates. Commissioner Carper seconded. Motion carried.

Discussion regarding Synfuel Budget (to be submitted by February 20, 2005)

Commissioner Carper
Commissioner Shores
Commissioner Hardy
Susan Blake, Planning Director

Mrs. Blake stated this matter was previously discussed by the Commission and it was stated that \$127,000 would go from Synfuel funds to Yeager Airport to be used to replace a hangar roof and doors and the purchase of additional security upgrades. Commissioner Carper moved to allow these funds to be given to Yeager Airport. Commissioner Hardy seconded. Motion carried.

Additional discussion regarding Mountain Top Removal in the Mt. Alpha area of Kanawha County including but not limited to a recommendation from the Kanawha County Planning Commission

Commissioner Carper
Susan Blake, Planning Director
Barney Frazier, Esquire

Commissioner Hardy stated due to a conflict of interest, he would need to be excused from this discussion. Commissioner Carper then recused Commissioner Hardy from the discussion. Mr. Frazier thanked the Commission for the letter of support which was sent to the Department of Environmental Protection.

Update concerning proposed merger of Kanawha County Housing Authority with the City of Charleston as well as other potential cooperative agreements with the City of Charleston
Commissioner Carper

Currently, due to the holidays, no meetings have been held. Once a meeting has been held, the Housing Board will appear back before the Commission.

Funding presentation by Chemical Alliance Zone and update on activities

Commissioner Hardy
Tom Graff, Esquire
John Mahr

Commissioner Hardy stated in past years, the County pledged \$25,000 over a two-year period for the Chemical Alliance Zone. Mr. Graff stated the Chemical Alliance Zone would like the County to renew their pledge. Currently training (a two-year program for a Chemical Operator Degree) is being held for displaced workers in an attempt to place them in other marketable jobs. Mr. Mahr discussed the incubation offices and the marketing strategy being used to attract small firms and businesses. Commissioner Hardy moved to support the Chemical Alliance Zone by pledging \$25,000 for the next two years. Commissioner Shores seconded. Motion carried.

Discussion regarding request by County Clerk for the destruction of election materials for the 2002 Primary and General elections

Commissioner Carper
Vera J. McCormick, County Clerk

Commissioner Carper moved to honor the Clerk's request to destroy election materials with the proviso that this matter be noticed to the public. Commissioner Shores seconded. Motion carried.

Discussion regarding Fiscal Year 2005 Budget

Commissioner Carper
Commissioner Shores
Commissioner Hardy
Dan Blue, Interim County Manager

Commissioner Carper stated the budget deadline of February 18th has been set for elected officials to turn in their budgets. Commissioner Carper also stated he was following last year's budget closely with little room for increases. Commissioner Hardy stated he felt the Commission should pass a tightly constructed budget and give a thorough review prior to making any decisions on increases. Commissioner Shores stated he

felt the county employees' raises and health plan should be addressed prior to considering outside funding requests.

Discussion of preliminary discussions with the City of Charleston concerning merging of Parks and Recreation functions

Commissioner Hardy

Commissioner Hardy stated currently across the country, mergers and consolidations are taking place due to economics. The most successful mergers seem to be with parks and recreation departments, purchasing and planning and zoning departments. Commissioner Hardy further suggested perhaps a working agreement could be written to the City of Charleston once a dialogue has been established. Mr. Hutchison stated he would be willing to meet with the City in an attempt to merge services on the parks and re creation level. Commissioner Hardy moved to contact the Mayor of Charleston to allow him to appoint members for the City to meet with County members on the merge matter. Commissioner Shores seconded. Motion carried.

Discussion regarding the addressing project including, but not limited to, erecting street signs for newly named roads

Commissioner Carper

Michelle Barron, Addressing Coordinator, Metro 911

Ms. Barron stated currently Metro is waiting micro-data which will assist in the identification of unnamed roads. Public hearings will be held at a later date.

Update concerning cost of Kanawha County Health Fund including, but not limited to, possibility of changing Health Fund Plan and presentation of timeline to consider the change

Commissioner Carper

Commissioner Shores

Commissioner Hardy

Dan Blue, Interim County Manager

Ron Walters

Tom Sussman

Mr. Sussman and Mr. Walters gave a presentation with regards to possible changes which could be made in the Health Fund. Pre-bids are due February 14, 2005 with interviews and a write-up by Mr. Sussman. Once a decision has been made, changes will occur on July 1st. Charts were presented to the Commissioners showing trend numbers and increases over the past years with another chart showing projected increases in the next fiscal year. Mr. Walters stated savings to the County the first year would be approximately \$216,000 with over a million dollars in savings the second year. Commissioner Hardy and Commissioner

Shores stated they had reservations over the way the PEIA plan is run and the risk pool which would be factored into the insurance benefits as well as no control over the cost of the benefits or rate increases. Mr. Sussman stated there is a three year commitment and then, should the County withdraw from PEIA, they would be allowed to go back to PEIA with another three-year commitment. Commissioner Shores stated should the Commission ever want to change insurance after leaving PEIA and go to a private sector insurance company, the numbers would not be given to the County by PEIA due to HIPPA regulations. Mr. Sussman finalized his presentation by stating he felt PEIA would be the insurance for the County to look to in order to achieve a substantial savings. Mr. Eastwood appeared before the Commission representing Eastwood Associates and stated there are several drawbacks in joining PEIA, one being information is not released on claims. Commissioner Carper stated he felt more discussions would need to be held after the bids come in.

Discussion concerning Letter of Endorsement of 21st Century Legislation to Governor Manchin

Commissioner Hardy

Commissioner Hardy moved to write a letter of endorsement for proposed legislation concerning the 21st Century to the Governor setting out that once the bills are passed, the County Commission will attempt to look at some possible merges. Commissioner Carper seconded. Motion carried.

Discussion regarding Louisville Metro Plan for Kanawha County

Commissioner Hardy

Commissioner Hardy moved to support and perform a thorough review of the Louisville Metro Plan. After a brief discussion, Commissioner Hardy then withdrew his motion and requested Jennifer Herrald review the Plan and prepare a short presentation to the Commission. Commissioner Carper stated he would like to take a field trip to Louisville to see the how the merge worked and study it more in detail.

Discussion regarding possible merger of the City of Charleston's Emergency Director with the Kanawha County Emergency Director

Commissioner Shores

Commissioner Shores discussed the possible merge of the City's Emergency Director and the Kanawha County Emergency Director's position. Mr. White stated the merge of these agencies previously occurred in 1974 and he currently works with the City of Charleston's Director, Mark Wolford. Mr. White stated due to the size of Charleston and Kanawha County, each area was allowed an Emergency Services Director. Currently, the two positions cover for each other should an emergency arise within both areas. Commissioner Carper asked for the

reason Mr. White did not respond to the fire evacuation for the Courthouse. Mr. White responded that Metro 911 did not notify him and he does not constantly scan the Charleston Fire Department channel. Commissioner Shores stated his concerns were if the Emergency Services departments could not be merged due to personality problems; there may be problems in merging the City and the County. Commissioner Carper asked for a copy of the Agreement Merger which Mr. White stated he would provide. Commissioner Hardy stated if there are personality issues between the City and County, they should be worked out but further stated he had no problems with Mr. White or his job performance. Commissioner Shores moved to merge the two departments (County and City) and should it not be able to be worked out, the matter would come back before the Commission. Commissioner Hardy moved to sit down with the City of Charleston in an attempt to find out what grants exist, jurisdiction, and whether these departments could be combined. Commissioner Shores withdrew his motion and seconded Commissioner Hardy's motion. Motion carried. Commissioner Carper requested a list of what Mr. White had been working on.

Discussion regarding utilization of vacated space from Adult and Juvenile Probation

Commissioner Carper
Commissioner Shores
Commissioner Hardy
Dan Blue, Interim County Manager

The Sheriff and the Assessor have come to an agreement on the vacated offices and chosen the space to be used by their departments. The Commission will keep two offices with the rest of the space going to the Assessor and Sheriff. Commissioner Hardy stated he would like to see the actual space prior to voting on this matter. This matter was continued to the next meeting for further discussion.

Discussion regarding County Manager's position

Commissioner Carper
Commissioner Shores
Commissioner Hardy

Commissioner Hardy stated the following was a list of eight potential names to be considered for either the County Manager's position or the CFO position: Veda Hughes, John Luoni, Tammy Mullins, Gary Stewart, David Fontalbert, Brent Pauley and Patti Hamilton. Commissioner Shores stated he was not ready to give the names of his choices at tonight's meeting. Commissioner Carper stated his applicant choice for County Manager is Kathleen Harmon-McQueen. Mr. Boyd's name will be considered as a possible applicant for the CFO position. Commissioner Carper stated the previous vote was to hire the County Manager first and

then make a decision on hiring a CFO. Commissioner Hardy stated he felt the CFO was a very important position as it involved a \$35M budget. Commissioner Hardy moved to reconsider the vote made at the previous meeting which was to hire the County Manager with consideration for the CFO position and, as a part of the applicants for the County Manager's position, examine the applications for the CFO position. Commissioner Shores seconded. Motion carried. Commissioner Carper stated his preference was to hire a County Manager with his/her input into the hiring of a CFO. Commissioner Hardy moved to advertise for a CFO position with a 7 day closure. This motion died for lack of second. Commissioner Shores moved to interview both positions at the same time. Commissioner Hardy seconded. Commissioner Hardy stated he was in full agreement of advertising for the position of CFO. Commissioner Hardy moved to hire the CFO (independently) along with the County Manager. This motion died for lack of second. Commissioner Hardy moved to advertise the CFO position immediately. Commissioner Shores seconded. Commissioner Carper voted no on this issue. Commissioner Shores then stated he felt the original advertisement be followed through. Commissioner Shores moved to advertise and then hire the CFO at the same time as the County Manager. Commissioner Hardy seconded. Commissioner Carper voted no on this motion. Commissioner Carper stated he would be willing to agree to advertise for a CFO as long as it takes place after the hiring of the County Manager and using his input. After further discussion, Commissioner Shores moved to hire a County Manager and if there is an application among the resumes which would fit the CFO position, then a possible hire could occur. Commissioner Hardy seconded. Motion carried.

Discussion regarding salary increases for the IT Department employees

Commissioner Hardy

Mr. Blue stated currently Dennis Wyer makes a salary of \$43,800 with a proposed 5% raise. Torrey Baughan has moved to a full-time position in the IT Department. Commissioner Carper discussed the possible ramifications of giving the whole department a raise. Commissioner Hardy moved to give a \$2500 raise to Torrey Baughan due to the move and increased responsibilities. Commissioner Carper seconded. Motion carried. The record will reflect Commissioner Shores voted no on this matter. After further discussion, Commissioner Shores moved to raise Dennis Wyer a salary increase of \$4500 annually. Commissioner Hardy seconded. Motion carried.

Discussion regarding request by KRT to move repeater from Cedar Grove to Bee Mountain due to increased rent from Charter Communications

Commissioner Carper
Bill White, Emergency Services Director

Commissioner Carper moved to allow KRT to place the repeater on Bee Mountain but, should there be any interference, KRT will have to pay to have the repeater moved. Commissioner Shores seconded. Motion carried.

Discussion regarding regular Commission meeting dates through May 2005

February 15, 2005	8:00 a.m. (Tuesday)
March 10, 2005	5:00 p.m. (Thursday)
March 24, 2005	5:00 p.m. (Thursday)
April 12, 2005	5:00 p.m. (Tuesday)
April 28, 2005	5:00 p.m. (Thursday)
May 12, 2005	5:00 p.m. (Thursday)
May 26, 2005	5:00 p.m. (Thursday)

Commissioner Carper
Commissioner Shores
Commissioner Hardy

Commissioner Carper moved for approval of the listed dates for upcoming Commission meetings. Commissioner Hardy seconded. Motion carried.

Discussion regarding Judicial Annex Renovation Project – elected officials' punch list for the General Contractor

Commissioner Carper
Jerie Whitehead, Purchasing Director/HR Director

This matter was continued.

Discussion regarding the Records Management Grant and the available funding for a part-time employee

Commissioner Carper
Jennifer Herrald, Grant Coordinator

This matter was continued.

PUBLIC COMMENT

COUNTY MANAGER'S REPORT

COUNTY ATTORNEY'S REPORT

COMMISSIONER'S REPORT/AGENDA SETTING

Discussion regarding funding request to assist in lighting the Mountaineer Little League Big League Baseball Field (\$10,000.00); request made by Danny Huffman, Project Manager

Commissioner Carper

Discussion regarding funding request Rand Community Association for assistance for roof repairs in the approximate amount of \$20,000.00 and other needs in the approximate amount of \$10,000.00

Commissioner Carper

Discussion regarding funding request for 2005 Charleston Spikefest

Commissioner Hardy

Discussion regarding funding request for West Side Biddie Basketball for \$4,000.00 (*request made by Alvin Anderson, ex-principal at Andrew Jackson Junior High School, Marmet Junior High School, and St. Albans High School*)

Commissioner Shores

Mr. Anderson stated the equipment storage room for the West Side Biddie Basketball team was broken into and equipment stolen. The cost to replace the equipment would run approximately \$4,000. Commissioner Shores moved for approval to fund the group \$4,000. Commissioner Hardy seconded. Motion carried.

Commissioner Carper moved to place the other two funding requests on the next agenda.

STAFF REPORTS

CLERK OF THE WORKS REPORT

Update regarding the Judicial Annex renovation project

Commissioner Carper directed Mr. Smith to set up a meeting with the architect, contractor and judges to discuss the changes at the security entrance to the Annex. Mr. Smith further suggested holding the last \$500,000 until the Certificate of Occupancy has been received from the Fire Marshall.

FIDUCIARY

Objections to the recommendations of Troy Giatras, Estate of Merville G. McClure

This matter involves a dispute over the personal representative cashing Series HH bonds on the estate. After hearing a brief presentation from both parties, Commissioner Carper moved to affirm the Order of the Fiduciary Commissioner, Troy Giatras. Commissioner Shores seconded. Motion carried.

Objections to the recommendations of Troy Giatras, Estate of Jewell N. McDorman

Mr. Keener stated this matter was noticed properly and further stated the litigant in this matter is acting pro se. Commissioner Carper moved that the objection be denied due to failure of non-appearance. Commissioner Shores seconded. Motion carried.

Objections to the recommendations of Troy Giatras, Estate of Benjamin Amos Fields

Mrs. Marie Phillips appeared before the Commission stating she objected to the Special Fiduciary Commissioner's ruling and would like a correct appraisal of the estate filed (originally filed in 1957). Commissioner Carper discussed the Statute of Limitations and the fact that they had run out. After a brief discussion, Commissioner Carper moved to uphold the Special Fiduciary Commissioner's ruling. Commissioner Shores seconded. Motion carried. The record will reflect that Mrs. Phillips objected to the Commission's finding.

Order Declaring Re-Opened Estate Closed, Estate of Charles L. Cooper

Order Declaring Re-Opened Estate Closed, Estate of Marjorie Ann Johnson

Order Declaring Re-Opened Estate Closed, Estate of Eura O. Cottrill, a/k/a Eura Owen Cottrill, Jr.

Commissioner Carper moved to approve the Fiduciary Orders. Commissioner Shores seconded. Motion carried.

PURCHASE ORDERS

Order Confirming and Approving Purchase Orders in Excess of \$4,999.99 to be issued by the Kanawha County Commission Purchasing Department:

Cabin Creek Volunteer Fire Department, \$14,401.24 (*reimburse supplies, fuel, vehicle repairs, insurance premiums, utilities, and uniforms*)

Dell Marketing LP/Dell USA LP, \$16,880.50, Metro Communications (10 computers per bid –*Homeland Security Grant Funding*)

Lewis Glasser Casey & Rollins, PLLC, \$8,581.78 (*General Counsel, miscellaneous matters: Invoice No. 15, land use, 12/08/04, \$637.50; Invoice No. 15, personal property tax collection, 12/08/04, \$25.12; Invoice No. 27, miscellaneous matters, 12/08/04, \$780.37; Invoice No. 19, Lottery Commission, 12/08/04, \$687.50; Invoice No. 1, general, 1/14/05, \$2,465.18; Invoice No. 16, land use, 1/14/05, \$447.81; and Invoice No. 28, general, 1/14/05, \$3,538.30*)

Order Confirming and Approving Purchase Orders in Excess of \$4,999.99 to be issued by the Kanawha County Commission Purchasing Department:

Stephen's Auto Center, Sheriff's Department, \$40,838.00 (*two State Contract 2005 Dodge Stratus, one State Contract 2005 Jeep Liberty four-wheel drive*)

Stephen's Auto Center, Sheriff's Department, \$259,764.00 (*12 State Contract 2005 Crown Victoria Police Interceptors*)

Commissioner Carper moved for approval of the Purchase Orders. Commissioner Shores seconded. Motion carried.

ORDERS

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

General Fund (001), general budgetary, \$265,015.87
Vera J. McCormick, County Clerk

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. Fiduciary Fund (016) \$1,660.46
- b. Parking Facility (271) \$483.05
- c. Unemployment Compensation (068) \$2,985.06
- d. KCC Special Health (372) \$100,744.23
- e. Coal Severance (002) \$15,260.00
- f. Home Confinement (008) \$3,271.09
- g. Building Demolition (023) \$2,500.00
- h. Public Safety (029) \$10,000.00
- i. Enterprise Fund (033) \$4,530.34

j. Special Law Enforcement (073) \$750.00
Vera J. McCormick, County Clerk

Approval of Erroneous Assessment Exonerations submitted by the Kanawha County Assessor (*cancelled tickets, personal property, decrease \$ 17,207.70; corrected real estate increase of \$441.42; real estate, decrease of \$41,943.42*)

Marc Slotnick, County Attorney
Steve Sluss, Assessor's Office

Upper Frame Water Line Extension Project, Small Cities Block Grant – Order authorizing the President of County Commission to sign two letters and a Financial Report and to authorize the Clerk of the County Commission issue a warrant out of the Upper Frame Water Line Extension Project Account – Drawdown No. 5

Susan Blake, Planning Director

Order authorizing the President of the County Commission of Kanawha County to execute a Financial Status Report for the 2004-LB-BX-0954 Local Law Enforcement Block Grant

Jennifer Herrald, Grant Coordinator

Order authorizing the President of the County Commission of Kanawha County to execute a Financial Status Report for the 2003-LB-BX-2616 Local Law Enforcement Block Grant

Jennifer Herrald, Grant Coordinator

Order authorizing the President of the County Commission of Kanawha County to execute a Financial Status Report for the 2002-LB-BX-1899 Local Law Enforcement Block Grant

Jennifer Herrald, Grant Coordinator

Authorization for the Clerk of the County Commission to issue a check from Line Item #001-443.29-5-68.00 in the amount of Twenty-Six Thousand Five Hundred Twenty-Four Dollars and Twelve Cents (\$26,524.12) to the West Virginia Sheriff's Association for reimbursement from the Division of Criminal Justice Services for the Youth Leadership Academy Grant 04-DC-32

Jennifer Herrald, Grant Coordinator

Order authorizing the President of the Kanawha County Commission to execute Reimbursement Request Number 4, for the Homeland Security – Planner Grant in the amount of \$10,464.65

Jennifer Herrald, Grant Coordinator

Order authorizing the President of the Kanawha County Commission to execute Reimbursement Request Number 5, for the Homeland Security – Law Enforcement Grant in the amount of \$7,415.52
Jennifer Herrald, Grant Coordinator

Order – Application for Annexation of land into the City of South Charleston by Petition (Jubilee Heights)
Susan Blake, Planning Director

Order – Application for Annexation of land into the City of South Charleston by Petition (Fairlawn, West Spring Hill)
Susan Blake, Planning Director

Authorization for the President of the County Commission to sign bond presented for transfer of previously canceled bonds (Bond No. R-0195)
Marc Slotnick, County Attorney

Order authorizing the President of the Kanawha County Commission to sign Pledgee Agreement Form for the Federal Reserve Bank of Boston
Marc Slotnick, County Attorney

Order authorizing the President of the Kanawha County Commission to execute a Grant Contract between the West Virginia Office of Emergency Services and Kanawha County for security equipment at the Metro 911 Center
Jennifer Herrald, Grant Coordinator

Reappointment of Mary Jane Bradshaw to the Board of Appeals under the Adult Entertainment Ordinance of 2003

Reappointment of Harold Clark to the Board of Appeals under the Adult Entertainment Ordinance of 2003

Reappointment of John Caudill to the Kanawha County Parks and Recreation Commission

Reappointment of K.E. Thomas to the Regional Development Authority of Charleston

Order authorizing the President of the County Commission of Kanawha County to execute a Financial Status Report for 2004-SH-WX-0146 COPS in Schools Grant
Jennifer Herrald, Grant Coordinator

Order appointing The Honorable Joe Manchin III, and/or his appointed designee, to the Central West Virginia Regional Airport Authority.

Authorization for the Clerk of the County Commission to issue a check from Line Item #033-443-5-66.00 in the amount of Fifty Thousand Dollars (\$50,000) to the Upper Kanawha Valley Enterprise Community

Authorization for the Clerk of the County Commission to issue a check from Coal Severance Line Item #002-439-5-68.00 in the amount of Twenty-Five Thousand Dollars (\$25,000) to the Kanawha County School Board for East Bank Middle School

Authorization for the Clerk of the County Commission to issue a check from the General Fund Line Item #001-401.00-5-68.00 in the amount of Fifty Thousand Dollars (\$50,000.00) payable to the Kanawha County Board School Board for Sissonville High School

Order reappointing Travis Ramsuer to the Public Defender Corporation for the 13th Circuit of West Virginia

New Employee – Zachary Phalen, Parking Facility (Permanent Part-Time Status) replacing David Hughes

Commissioner Carper moved to approve the Orders. Commissioner Shores seconded. Motion carried.

LETTERS OF INTENT

MISCELLANEOUS

NEW CLAIM(S) – ACKNOWLEDGEMENT – CGL INSURANCE

F.Y. 2004-2005 SPECIAL LED FUND INVESTIGATION FUND BUDGET REVISION

REVENUE

073-299-00.00	Unencumbered Fund Balance	\$7,000.00
073-368-00.00	Contraband/Forfeiture	\$10,131.00

EXPENDITURE

073-700.00-4-59.00	Capital Equipment	\$17,131.00
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To bring estimated FY 2003-2004 unencumbered balance to actual; to record receipt of forfeiture funds from case 04-C-2678

Commissioner Carper moved for approval of the Special LED Fund Investigation Fund Budget Revision. Commissioner Shores seconded. Motion carried.

F.Y. 2004-2005 GENERAL FUND LINE ITEM REVISION (heading only removed – not budget revision)

073-700.00-2-33.00	Investigation Expenses	(\$22,662.00)
073-700.00-4-59.00	Capital Equipment	22,662.00

To allocate funding for the purchaser of 3 vehicles for the Detective Bureau

Commissioner Carper moved to approve the Revisions. Commissioner Shores seconded. Motion carried.

F.Y. 2004-2005 ENTERPRISE FUND BUDGET REVISION

REVENUE

033-324-0-00.00	Enterprise State Grants	\$50,000.00
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EXPENDITURE

033-443-5-66.00	Enterprise Contributions	\$50,000.00
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To set up accounts for State Grant Contribution

Commissioner Carper moved to approve the Enterprise Fund Budget Revision. Commissioner Shores seconded. Motion carried.

F.Y. 2004-2005 ENTERPRISE FUND LINE ITEM BUDGET REVISION

EXPENDITURE

001-401-2-20.00	Commission Building/Equip. Rental	(\$5,000.00)
001-401-2-20.00	Commission Legal Publications	\$5,000.00

001-418-2-11.00	Purchasing Telephone	(\$200.00)
001-418-2-12.00	Purchasing Printing	(\$1,000.00)
001-418-2.20.00	Purchasing Publications	(\$700.00)
001-418-2-23.00	Purchasing Professional Services	(\$300.00)
001-418-2-19.00	Purchasing Bldg./Equip. Rental	\$2,300.00

001-987-4-57.01	Courthouse Buildings	(\$60,000.00)
001-987-4-59.02	Courthouse Capital – Vehicles	\$60,000.00

To allow for purchase of vehicles for Sheriff; to pay for Demolition Grant advertisements

Commissioner Carper moved to approve the Enterprise Fund Line Item Budget Revision. Commissioner Shores seconded. Motion carried.

F.Y. 2004-2005 GENERAL FUND BUDGET REVISION #11

REVENUE

001-301-04.00	2nd Prior Year Taxes	\$50,000.00
◆◆◆ 001-328-00.00	Magistrate Court Clerk CS	\$50,000.00
001-382-00.00	Refunds/Reimbursements External	\$60,000.00

EXPENDITURE

◆◆◆001-401-5-68.60	Cty. Commission Sissonville HS	\$50,000.00
001-700-1-08.03	Sheriff LED Overtime Bailiffs	\$20,000.00
001-700-2-17.00	Sheriff LED M&R Auto	\$10,000.00
001-700-2-19.00	Sheriff LED Building/Equipment Rent	\$5,000.00
001-700-2-23.00	Sheriff LED Professional Services	\$5,000.00
001-700-3-43.00	Sheriff LED Gas/Oil/Tires	\$70,000.00

Commissioner Carper moved to approve Budget Revision #11.
Commissioner Shores seconded. Motion carried.

DEPARTMENT PAY RAISES

CIRCUIT CLERK

<u>NAME</u>	<u>OLD SALARY</u>	<u>PROPOSED SALARY</u>
Brenda Davidson	\$22,344.00	\$25,000.00

Commissioner Shores moved for approval of the pay increase.
Commissioner Hardy seconded. Motion carried.

NEW BUSINESS

Supplemental voucher, West Virginia Sheriff's Association, \$26,524.12,
*(reimbursement from the Division of Criminal Justice Services for
the Youth Leadership Academy Grant 04-DC-32)*

Supplemental voucher, Lewis Glasser Casey & Rollins PLLC, \$8,581.78,
*(General Counsel, miscellaneous matters: Invoice No. 15, land use,
12/08/04, \$637.50; Invoice No. 15, personal property tax collection,
12/08/04, \$25.12; Invoice No. 27, miscellaneous matters, 12/08/04,
\$780.37; Invoice No. 19, Lottery Commission, 12/08/04, \$687.50;
Invoice No. 1, general, 1/14/05, \$2,465.18; Invoice No. 16, land
use, 1/14/05, \$447.81; and Invoice No. 28, general, 1/14/05,
\$3,538.30)*

Supplemental voucher, Commercial Insurance Services, \$1,700.00 *(bond
for Bill Charnock, \$250.00; bond for Mike Rutherford, \$1,000.00; bond for
Vera McCormick, \$175.00; bond for Phyllis Gatson, \$100.00; bond for
Cathy Gatson, \$175.00)*

Supplemental voucher, Karen H. Miller, \$1,946.60 *(Invoice of October 21,
2004, for legal services for seminar \$400.00; Invoice of December 31,
2004, for legal services relating for Prosecuting Attorney, \$1,384.50;
Invoice dated November 15, 2004, for legal services for Commission
\$68.35; Invoice dated December 15, 2004, for legal services for*

Commission \$31.25; and Invoice dated January 15, 2005, for legal services for Commission \$62.50)

Supplemental voucher, Steptoe & Johnson, \$1,129.72 (Invoice dated December 10, 2004, for general labor legal services to Commission \$253.12; Invoice dated December 10, 2004, for general labor services to Commission \$64.35; Invoice dated January 18, 2005, for general labor services to Commission \$278.50; and Invoice dated January 18, 2005, for general labor services to Commission \$533.75)

Supplemental voucher, Gray & Griffith Mays, A.C., \$2,450.00 (litigation services rendered during the month of December 2004)

Supplemental voucher, Kanawha County School Board for East Bank Middle School, \$25,000.00

Supplemental voucher, Melinda Gillispie, \$123.00 (reimbursement of building permit)

Supplemental voucher, Charles Asbury, \$365.00 (reimbursement of building permit)

Supplemental voucher, Dwight & Carol Harless, \$520.00 (reimbursement of building permit)

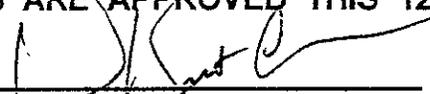
Supplemental voucher, Municipal Bond Commission (Planning), \$131,042.00 (correct deficiencies in revenue or reserve accounts, RDA, West Virginia Metropolitan Region Public Waterworks Lease Revenue Bonds)

Commissioner Carper moved to allow this matter on the agenda due to emergency circumstances. Commissioner Shores seconded. Motion carried. Commissioner Hardy moved to fund the UKVEC \$8700 out of the UKVEC line item (Letter of Intent). Commissioner Carper seconded. Motion carried.

◆ **AND BOLD PRINT DENOTES EMERGENCY ITEM AND/OR CHANGE TO AGENDA**

THE KANAWHA COUNTY COMMISSION MEETING OF FEBRUARY 3, 2005 RECESSED AT 9:32 P.M. UNTIL THE 10TH DAY OF FEBRUARY 2005 AT 5:00 P.M.

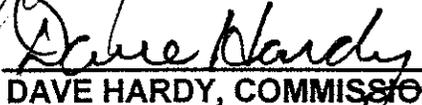
THE FOREGOING MINUTES ARE APPROVED THIS 12TH DAY OF
APRIL 2005.



W. KENT CARPER, PRESIDENT



HENRY C. SHORES, COMMISSIONER



DAVE HARDY, COMMISSIONER



COUNTY ATTORNEY

(All proceedings on tape in the Commission Office)

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, TO WIT:

I, K.E. Thomas, having been duly appointed to the Kanawha County Regional Development Authority of Charleston-Kanawha County Metropolitan Region, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

K.E. Thomas

Subscribed and sworn to before the undersigned, Notary Public of said County, this ____ day of _____, 2005.

Notary Public

[NOTARIAL STAMP]

At a Regular Session of the County Commission of Kanawha County, West Virginia, held at the Courthouse thereof, on the 6th day of January, 2005, the following Order was made and entered:

SUBJECT: ORGANIZATION OF THE COMMISSION

On this the 6th day of January 2005, the Commission met as provided by law, for the organization of the Commission for the year 2005.

Whereupon, at the January 6th meeting of the County Commission of Kanawha County, West Virginia, the Commission unanimously approved the selection of W. Kent Carper, as the President of the Kanawha County Commission for 2005, and further unanimously approved the selection of Henry C. Shores, as the President Pro tem of the Kanawha County Commission for 2005.

Upon motion of Commissioner Shores, seconded by Commissioner Carper, the employment of the following will and pleasure employees was approved:

01-401.00-1-03.01 Co. Comm.

<i>Vacant</i>	<i>County Manager</i>
<i>Chandler, Tammie</i>	<i>Payroll Administrator</i>
<i>Dunn, Susan</i>	<i>Administrative Assistant</i>
<i>McCray, Dorothy</i>	<i>Administrative Assistant</i>
<i>Morrison, Rachelle</i>	<i>Administrative Assistant</i>
<i>Slotnick, Marc</i>	<i>County Attorney</i>
<i>Whittington, Sue Ann</i>	<i>Receptionist</i>

01-412.00-1-03.01 Ext. Service

<i>Burdette, Shirley</i>	<i>Office Manager</i>
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01-415.00-1-03.01 Mag Ct.

<i>Vacant</i>	<i>Clerk</i>
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01-418.00-1-03.01 Purchasing

<i>Jobe, Kim</i>	<i>Purchasing Agent</i>
<i>Robinson, Deborah</i>	<i>Purchasing Agent</i>
<i>Whitehead, Jerie</i>	<i>Purchasing Director/ Human Resources</i>

01-420.00-1-03.01 Custodial	
<i>Ferrell, Marty</i>	<i>Custodian</i>
<i>Ferrell, Terry</i>	<i>Custodian</i>
<i>Harrison, Blanche</i>	<i>Custodian</i>
<i>Hodge, Edna</i>	<i>Custodian</i>
<i>Leftwich, Steve</i>	<i>Custodian</i>
<i>Melton, William</i>	<i>Custodian</i>
<i>Naylor, Carla</i>	<i>Custodian</i>
<i>Prowse, James</i>	<i>Custodian</i>
<i>Taylor, Judy</i>	<i>Custodian</i>
<i>Taylor, Martha</i>	<i>Custodian</i>
01-424.00-1-03.01 Courthouse Maintenance	
<i>Clark, Michael</i>	<i>Maintenance</i>
<i>Estep, Billy</i>	<i>Maintenance</i>
<i>Lewis, Benjamin</i>	<i>Maintenance</i>
<i>Moore, Clarence</i>	<i>Special Inspector</i>
<i>Moore, Denver</i>	<i>Maintenance</i>
<i>Savage, Darrell</i>	<i>Maintenance Supervisor</i>
<i>White, James</i>	<i>Maintenance</i>
01-428.00-1-03.01 Data Processing	
<i>Wyer, Dennis</i>	<i>Data Processing Manager</i>
01-430.00-1-03.01 Planning	
<i>Blake, Susan</i>	<i>Planning Director</i>
<i>Haught, Danny</i>	<i>Flood Plain Manager</i>
<i>Herrald, Jennifer</i>	<i>Grant Coordinator</i>
<i>Hudson, Theresa</i>	<i>Building Permit Clerk</i>
<i>Mendel, Christine</i>	<i>Receptionist</i>
<i>Sayre, Terry</i>	<i>Deputy Planning Director</i>
01-442.xx-1.03.01 Federal Grants	
<i>Jones, Herman</i>	<i>Kan-JUMP Grant</i>
01-711.00-1-03.01 Emergency Services	
<i>White, William</i>	<i>Emergency Operations Director</i>
01-716.00-1-03.01 Kan/Chas Humane Shelter	
<i>Fields, Earl</i>	<i>Humane Officer</i>
<i>Pauley, Donna</i>	<i>Manager</i>
01-902.00-1-03.01 Camp Virgil Tate	
<i>Bostian, Judith</i>	<i>Manager</i>
<i>Thomas, Thelma</i>	<i>Clerk</i>
16-411.00-1-03.01 Fiduciary/Probate	
<i>Connett, Elaine</i>	<i>Clerk</i>
<i>Hackney, Catherine</i>	<i>Clerk</i>
<i>Keener, Ray</i>	<i>Fiduciary Supervisor</i>
<i>King, Amy</i>	<i>Clerk</i>
<i>Torrey Baughan</i>	<i>Clerk</i>
<i>Lilly, Melinda</i>	<i>Clerk</i>
<i>Risher, Sandra</i>	<i>Clerk</i>
271-446.00-1-03.01 Parking Garage	
<i>Caudill, John</i>	<i>Director</i>

The vote was as follows:

W. Kent Carper	<u>AYE</u>
Henry C. Shores	<u>AYE</u>
David J. Hardy	<u>AYE</u>

Upon motion of Commissioner Shores, seconded by Commissioner Carper, W. Kent Carper is to represent the County Commission on the Board of the Kanawha County Planning Commission; W. Kent Carper is to represent the County Commission on the Board of the Regional Development Authority; Henry C. Shores is to represent the County Commission on the Regional Intergovernmental Council; Henry C. Shores is to represent the County Commission on the Kanawha County 4-H Foundations Board of Directors, and is designated as the Commission's representative on the Parks and Recreation Board; Henry C. Shores is to represent the County Commission on the Board of the Agriculture Extension Office; Henry C. Shores is to represent the County Commission on the Board of Charleston Renaissance; David J. Hardy is to represent the County Commission on the Board of Charleston Area Alliance and UKVEC; W. Kent Carper is to be the representative to the Kanawha/Putnam Local Emergency Planning Committee and David J. Hardy is to represent the County Commission on the Kanawha County Fire Board; W. Kent Carper is to be the Commission's designee as Chairman of the Board for Board

of Directors of the Metro Emergency Operation Center of Kanawha County; W. Kent Carper is to be the Commission representative on the Work Force Investment Board; W. Kent Carper is to be the Commission's Legislative Liaison; David J Hardy is to be the Commission representative on the Board of Directors for the Clay Center. The vote thereon was as follows:

W. Kent Carper	<u>AYE</u>
Henry C. Shores	<u>AYE</u>
David J. Hardy	<u>AYE</u>

WHEREAS, the Congress of the United States, by enacting Public Law 86-380 (42 U.S.C. '4271-4279) created the Advisory Commission on Intergovernmental Relations for the purpose of achieving cooperation and coordination of activities between the levels of government; and,

WHEREAS, the Legislature of the State of West Virginia recognized the need for such intergovernmental cooperation which had heretofore not been available to County Government in this State and imposed broad new duties and responsibilities upon certain designated County Officials on March 11, 1972, by the enactment of Chapter 7, Article 1, Section 3q of the Code of West Virginia of 1931, as amended; and,

WHEREAS, the County Commission of Kanawha County, West Virginia, by order entered on the 24th day of January, 1973, established a Commission on Intergovernmental Relations, it is,

therefore, ORDERED that the Kanawha County Commission on Intergovernmental Relations consist of the following members:

W. Kent Carper

Henry C. Shores

David J. Hardy

It is further ORDERED that the Clerk of the County Commission shall serve as Executive Secretary of the Commission on Intergovernmental Relations.

WHEREAS, the Congress of the United States, by the enactment of Public Laws 90-351 and 91-644 (42 U.S.C. 3731-3737), provided the mechanism for local government, including County Government, to participate in certain federal programs and to qualify for and receive grants of federal funds under certain specified conditions; and,

WHEREAS, the Legislature of the State of West Virginia on March 11, 1972, recognized the need for such additional extraterritorial activities regarding law enforcement, which activities had heretofore not been available to County Government in this State and imposed broad new duties and responsibilities upon certain designated County Officials by the enactment of Chapter 7, Article 1, Section 3r of the Code of West Virginia of 1931, as amended; and,

WHEREAS, the County Commission of Kanawha County, West Virginia, by Order entered on the 24th day of January, 1973, established the Kanawha County Commission on Crime, Delinquency and Correction, it is, therefore, ORDERED that the said Commission consist of the following members:

W. Kent Carper

Henry C. Shores

David J. Hardy

It is further ORDERED that the Clerk of the Circuit Court shall serve as Executive Secretary of the Kanawha County Commission on Crime, Delinquency and Correction.

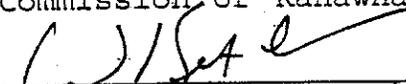
Thereupon, it is ORDERED that the Commission hold four (4) terms during the year 2005, to-wit: January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31, and that the Commission sit in daily session Monday through Friday of each week except legal holidays and holiday periods specifically ordered, and it is further ORDERED that the Commission sit in formal session in its Courtroom at the hour of 8:00 A.M. or 5:00 P.M., on each Tuesday and at the hour of 5:00 P.M. on each Thursday during said terms. However, the Commission hereby reserves the right to change the days and times of its formal sessions by subsequent order of the Commission.

The Commission further ORDERED that all public offices in the Courthouse shall remain open for daily use by the citizens of Kanawha County for the transaction of their business on Monday through Friday from 8:00 A.M. to 5:00 P.M. of each week except on Thursday, when the hours will be from 8:00 A.M. to 7:00 P.M. The Courthouse will be closed all legal holiday periods authorized by statute, and the Commission further ORDERED that the Courthouse shall be closed on Saturday and Sunday of each week until further order of this Commission. However, the Commission hereby reserves the right to change the Courthouse hours by subsequent order.

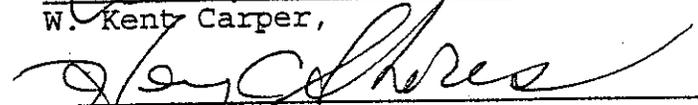
The adoption of the foregoing Order having been moved by Commissioner Shores, and duly seconded by Commissioner Carper the vote thereon was as follows:

W. Kent Carper	<u>AYE</u>
Henry C. Shores	<u>AYE</u>
David J. Hardy	<u>AYE</u>

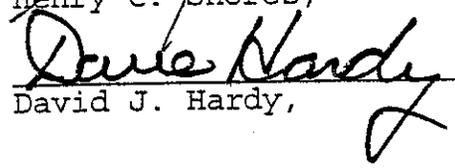
WHEREUPON, W. Kent Carper, President, declared the Order duly adopted, AND IT IS FURTHER ORDERED that this Order be entered on the records of the County Commission of Kanawha County, West Virginia.



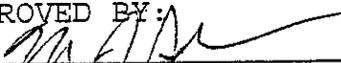
W. Kent Carper,



Henry C. Shores,



David J. Hardy,

APPROVED BY:


County Attorney

A REGULAR MEETING OF THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, WAS HELD ON THE 6th DAY OF JANUARY 2005 IN THE COURTROOM OF THE COUNTY COMMISSION LOCATED IN THE KANAWHA COUNTY COURTHOUSE IN CHARLESTON, WEST VIRGINIA, BEGINNING AT 5:00 P.M.

THE FOLLOWING MEMBERS WERE PRESENT:

**W. KENT CARPER, PRESIDENT
HENRY C. SHORES, COMMISSIONER
DAVE HARDY, COMMISSIONER**

THE ORDERS, RESOLUTIONS AND ORDINANCES AS SET FORTH ON THE FOLLOWING PAGES WERE ADOPTED:

1-06-05	2005-001	Order Confirming and Approving Orders in Excess of \$4,999.99 to be issued by the Kanawha County Commission Purchasing Department:
1-06-05	2005-002	Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission-General Fund
1-06-05	2005-003	Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission-Special Fund
1-06-05	2005-004	Order Confirming and Approving Orders Entered by the Clerk of the County Commission of Kanawha County, West Virginia
1-06-05	2005-005	Notice of General and Special Meetings of the County Commission of Kanawha County (2005)
1-06-05	2005-006	Organization of the Commission
1-06-05	2005-007	Upper Frame Water Line Extension Project, Small Cities Block Grant – Order Authorizing the President of the County Commission to sign two letters and a Financial Report and to authorize the Clerk of the County Commission to issue a warrant out of the Upper Frame Water Line Extension Project Account – Drawdown No. 4
1-06-05	2005-008	In the matter of the property owned by John and Jane Hagerman (removal of structures and/or debris)
1-06-05	2005-009	In the matter of the property owned by Troy Mullins
1-06-05	2005-010	In the matter of the property owned by Pansy Mildred Burdette, Jimmy Burdette, John Grantham and J.R. Fields, or his heirs
1-06-05	2005-011	Authorization for the President of the County Commission to Sign Systems, Digital Systems Hardware and Software Maintenance Agreement (December 1, 2004-November 30, 2005)
1-06-05	2005-012	Appointment of Bill Bevino to the Kanawha County Planning Commission

COMMISSION MEETING - JANUARY 6, 2005

- | | | |
|---------|----------|--|
| 1-06-05 | 2005-013 | Appointment of Barry Kemerer to the Board of Appeals Under the Adult Entertainment Ordinance of 2003 |
| 1-06-05 | 2005-014 | Authorization for the President of the County Commission to sign Request for Release of Fund and Certification for the Kanawha County Housing and Redevelopment Authority |
| 1-06-05 | 2005-015 | Order Authorizing the President to Sign a Contract and Resolution for the Community Corrections Grant, Project Number 05-CC-11 for \$60,000 |
| 1-06-05 | 2005-016 | Ratification of transfer from General Fund Account #001-401.00-5-66.00 in the amount of Fifty Thousand Dollars (\$50,000) to the Fiduciary Supervisor Fund |
| 1-06-05 | 2005-017 | Approval of Erroneous Assessment Exonerations submitted by the Kanawha County Assessor (Decrease \$39,742.11) |
| 1-06-05 | 2005-018 | Resolution in Support of Supplemental Funds for Industrial Access Road Construction |
| 1-06-05 | 2005-019 | In the Matter of the Property Owned by Frank Massey, Mandiville Jackson Massey, Drusilla Massey, James W. Massey, Frank C. Massey, Helen Mitchell, Drusilla Wolfe, James D. and Peggy Meadows, C.E. Cline, Rachel Massey, or their heirs |
| 1-06-05 | 2005-020 | Authorization for the Clerk of the County Commission to Issue a Check from the Coal Severance Fund Line Item #02-439.00-800-5-68.00 in the Amount of Five Thousand Dollars (\$5,000.00) to the City of Montgomery |

Pledge of Allegiance – Commissioner Carper

Presented by: Kristi Knott, Charleston Convention & Visitor's Bureau

Moment of Silence and Recognition

Approval of minutes of the County Commission meeting of December 2, 2004

Approval of minutes of the Special Meeting of the County Commission of Kanawha County, West Virginia, held on December 7, 2004

Commissioner Shores moved for approval of the Minutes. Commissioner Hardy seconded. Motion carried.

INTRODUCTION OF NEW EMPLOYEES

Tonya Hermonsdorfer, County Clerk, \$8.00 per hour, temporary employee through March 2005

Angela Perdue, Home Confinement, \$28,000.00 per year (*change in status from part-time to full-time*)

Commissioner Hardy moved for approval of the new employees. Commissioner Shores seconded. Motion carried.

RESOLUTIONS

Resolution in Support of Supplemental Funds for Industrial Access Road Construction

Susan Blake, Planning Director

John Romano, Executive Director, Regional Intergovernmental Council

Commissioner Hardy moved for adoption of the Resolution. Commissioner Shores seconded. Motion carried.

AGENDA ITEMS

Introduction of the Interim President of the Charleston Convention and Visitor's Bureau

Commissioner Carper

Eddie Canaday, Interim President, Charleston Convention and Visitor's Bureau

Kristi Knott, Assistant to Interim President Canaday, Charleston Convention and Visitor's Bureau

Mayor Jones introduced Eddie Canaday, serving as Interim President and Kristi Knott, Assistant to the Interim President. Ms. Knott will be writing grants as well as working with Mr. Canaday.

Discussion regarding management of Home Confinement

Commissioner Carper

Commissioner Carper stated the Circuit Court Judges have stated they do not have any objections to allowing oversight of the Home Confinement program being returned to the Sheriff. Commissioner Carper moved for approval. Commissioner Shores seconded. Motion carried.

Discussion regarding organization of the Commission to include, but not be limited to, the election of Commission President, President Pro Tem, Board Appointments and other matters relating to the organization of the Commission for 2005

Commissioner Carper

Commissioner Shores moved for adoption of the Orders as prepared. Commissioner Carper seconded. Motion carried.

Discussion regarding maintenance/repair for Magistrate Court, Juvenile Referee's Office, and other areas of Judicial Annex including, but not limited to, payment for said materials and labor

Commissioner Carper

Dan Blue, Interim County Manager

Commissioner Carper stated space to meet the needs of the Juvenile Probation office and Juvenile Referee office have been estimated to be around \$35,000, i.e., new carpeting, wall patching and painting, etc. Commissioner Hardy moved to pay for the changes out of the contingency fund. Commissioner Shores seconded. Motion carried.

Discussion regarding damage to the front of the Court Street side of the Judicial Annex

Commissioner Carper

Mr. Smith stated the contractor is patching the scratch with the same material the blocks are made from. Once the patch is completed, the Punch List can be completed.

Update regarding the Town of Jefferson

Commissioner Carper

Marc Slotnick, County Attorney

This matter was continued.

Discussion regarding security vestibule at the Judicial Building

Commissioner Carper

Dan Blue, Interim County Manager

Chuck Smith, Clerk of the Works

Chief Johnny Rutherford

An agreement is in the process of being decided with regard to the security in the Entrance Lobby. Commissioner Carper moved for the County Manager to meet with Mr. Smith to work out the details. Commissioner Hardy seconded. Motion carried.

Presentation regarding Mountain Top Removal in the Mt. Alpha area of Kanawha County

Commissioner Carper
Barney Frazier, Esquire

Mr. Frazier appeared before the Commission to discuss the proposal of mountaintop removal close to his home that is located at Mt. Alpha. A comment period by the coal company will be closed on February 26th and Mr. Frazier would like a letter of support from the Commission. After a brief discussion, Commissioner Shores moved to send this matter to the Planning Commission for a recommendation back to the Commission. Commissioner Hardy seconded. Motion carried.

Discussion regarding request by Cathy Gatson, Circuit Clerk, to restore Deputy Clerk position to Circuit Clerk's office in the amount of \$18,000.00 (amount and position were previously placed in budget hold)

Commissioner Carper
Dan Blue, Interim County Manager
Cathy Gatson, Circuit Clerk

Ms. Gatson is requesting the funds in her budget for this position, which were previously frozen by the Commission, be restored to her budget. Commissioner Shores moved to release the funds in the budget. Commissioner Carper seconded. Motion carried.

Sheriff's Department payroll matter

Commissioner Carper
Commissioner Shores
Commissioner Hardy
Dan Blue, Interim County Manager
Kim Lutz, Accounting Director, County Clerk's Office
Representative(s) from the Sheriff's Department

This matter was continued due to the matter currently being researched.

Discussion concerning cost of Kanawha County Health Fund including, but not limited to, possibility of changing carriers

Commissioner Carper
Commissioner Shores
Commissioner Hardy
Dan Blue, Interim County Manager
Ron Walters
Tom Sussman

Commissioner Carper asked if the current health plan is continued and nothing is changed, what the cost would be, if the County went to PEIA what would the savings and similarities be, and the date a decision must be made by. Mr. Sussman presented his presentation to the Commission and discussed various insurance plans and their savings to the County. Commissioner Hardy moved to bid out the health insurance prior to making a decision (private agencies). Commissioner Shores seconded. Motion carried.

Increase representation on Yeager Airport Governing Board to allow Governor-Elect Manchin and/or his designee to represent the State of West Virginia

Commissioner Shores

Commissioner Shores stated he felt Governor-elect Manchin should be allowed a seat on the Yeager Airport Governing Board or be allowed an designate. Commissioner Hardy moved to allow Governor Manchin or his designee to be allowed to sit on the Yeager Airport Governing Board. Commissioner Shores seconded. Motion carried.

Discussion regarding the Family Law Court Offices and problem related to the Parking Garage

Commissioner Carper
Dan Blue, Interim County Manager
Chuck Smith, Clerk of the Works

Commissioner Carper stated there is a problem of noise and a crack in the wall of Chief Magistrate Montgomery's office. Mr. Smith will present a written report at the next Commission meeting.

Update regarding the addressing project including, but not limited to, erecting street signs for newly named roads

Commissioner Carper
Carolyn Charnock, Executive Director, Metro 911
Michelle Barron, Addressing Coordinator, Metro 911

Commissioner Carper stated Metro would be making a presentation to Legislature on the issue of who will assume the cost for the new street signs.

Discussion regarding re-bidding maintenance contract for the elevators at the Kanawha County Courthouse, Judicial Annex Building and Kanawha County Parking Garages

Commissioner Carper
Dan Blue, Interim County Manager
Jerie Whitehead, Purchasing/HR Director

Mrs. Whitehead stated the company has not worked long enough for the County to make a recommendation. Commissioner Carper requested a representative from the company appear before the Commission to discuss the problems with the State of West Virginia Purchasing Department.

Ratification of transfer from General Fund Account #001-401.00-5-66.00 in the amount of Fifty Thousand Dollars (\$50,000.00) to the Fiduciary Supervisor Fund

Ray Keener, Fiduciary Supervisor
Dan Blue, Interim County Manager

Commissioner Carper moved to approve the transfer. Commissioner Shores seconded. Motion carried.

Approval of Erroneous Assessment Exonerations submitted by the Kanawha County Assessor (Decrease \$39,742.11)

Marc Slotnick, County Assessor
Steve Sluss, Assessor's Office

Commissioner Shores moved for approval of the Erroneous Assessment Exonerations. Commissioner Carper seconded. Motion carried.

Discussion regarding County employees' ability to apply annual/sick leave to retirement benefits (participation for employees who participated in PEIA prior to July 1, 2001)

Commissioner Carper
Jerie Whitehead, Purchasing Director/HR Director

Commissioner Carper stated prior to making this change, there is a need to make sure the policy covers everyone.

Discussion regarding funding request by the Town of Pratt for needed equipment for Water Company and support for paving roads

Commissioner Hardy

Commissioner Hardy moved to fund the Town of Pratt the requested amount. Commissioner Shores seconded. Motion carried.

Discussion regarding County Manager's position

Commissioner Carper
Commissioner Shores
Commissioner Hardy

Commissioner Hardy asked if the position was advertised in the newspaper. Mr. Blue stated this had not been done. Commissioner Hardy also discussed the need for a full-time Chief Financial Officer and the fact that the County currently had a part-time CPA working on a \$35M budget. Commissioner Carper recommended hiring the County Manager and then advertise for a CFO with the assistance of the County Manager. Commissioner Hardy moved to advertise the position of County Manager with a ten-day close from the date the advertisement is placed in the newspaper. Commissioner Shores seconded. Motion carried. Once the resumes are received, the Commissioners will review them and choose their candidates for interview.

Discussion regarding Judicial Annex Renovation Project – elected officials' punch list for the General Contractor

Commissioner Carper
Jerie Whitehead, Purchasing Director/HR Director

This matter was continued.

Discussion regarding the Coal Severance Budget for fiscal year 2005 to include but not be limited to the anticipated receipt of funds, proposal for public hearings, and the allocation of said funds

Commissioner Carper
Dan Blue, Interim County Manager
Jennifer Herrald, Grant Coordinator

Commissioner Carper stated the County has between \$700,000 and \$900,000 in Coal Severance and stated the County needs to make a decision on making funds available for the racetrack and, should the racetrack not be built, make a list of projects, which fall under the guidelines of Coal Severance. Public hearings could be noticed and held to discuss the various projects. Commissioner Carper moved to determine whether or not the racetrack project will happen and should it not be built, hold public hearings to determine what projects to fund. Commissioner Shores seconded. Motion carried.

PUBLIC COMMENT

COUNTY MANAGER'S REPORT

Sale of surplus equipment to former Magistrate Holliker

Mr. Blue stated former Magistrate Holliker requested permission from the Commission to purchase his desk. Mr. Slotnick stated he is currently getting an appraisal for the desk. Commissioner Carper moved to allow Mr. Holliker to purchase the desk pending Mr. Slotnick verifies the procedure is appropriate and a fair market value is established. Commissioner Hardy seconded. Motion carried.

COUNTY ATTORNEY'S REPORT

COMMISSIONER'S REPORT/AGENDA SETTING

Funding request from Sissonville High School for an athletic facilities building; building to be used by all athletic groups and to include showers, weight lifting equipment

A brief presentation was given to the Commission by Sissonville High School for a funding request in the amount of \$91,000 but it was stated the School would take whatever amount the Commission would designate. Commissioner Hardy moved to place this matter on the next agenda for a vote. Commissioner Shores seconded. Motion carried.

Funding request from the Chelyan Public Service District for engineering purposes for the expansion of the Public Service District

Commissioner Carper moved for approval to place this matter on the agenda for the next Commission meeting.

STAFF REPORTS

CLERK OF THE WORKS REPORT

Update regarding the Judicial Annex renovation project

FIDUCIARY

Objections and Exceptions

Order Declaring Re-Opened Estate Closed

Recommended Order of Fiduciary Commissioner

Commissioner Hardy moved for approval of the Fiduciary items. Commissioner Shores seconded. Motion carried.

PURCHASE ORDERS

Order Confirming and Approving Purchase Orders in Excess of \$4,999.99 to be issued by the Kanawha County Commission Purchasing Department:

Pomeroy Computers, \$60,000.00, Assessor's Office, 54 Dell Optiplex (\$1,194.00 each to be used with PO S051587 in the amount of \$4,476.00 issued out of the reappraisal fund)

St. Paul Travelers, \$6,332.03 (\$5,599.05, deductible billing for Miller claim; \$732.98, deductible billing for Watson bill)

Information Services and Communication, \$8,497.50 (3 months @ \$2,832.50 per month - MDT data circuit for August, September and October 2004)

Richard D. Brown Agency, Inc., \$15,000.00, Chesapeake Volunteer Fire Department (insurance premium for 2004-05 per letter of intent to be used with PO S051620)

State of West Virginia Regional Jail & Correction, \$1,137,877.00, (August 2004 jail fees, \$273,298.00; September 2004 jail fees, \$261,530.00; October 2004 jail fees, \$290,321.00; and November 2004 jail fees \$312,728.00)

Commissioner Hardy moved for approval of the Purchase Orders. Commissioner Shores seconded. Motion carried.

ORDERS

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. General Fund (001), general budgetary, \$379,591.82
Vera J. McCormick, County Clerk

Order Confirming and Approving Cash Disbursements to be made by the Clerk of the Kanawha County Commission for:

- a. Coal Severance (002) \$2,589.27
- b. Magistrate Court I (005) \$69.22
- c. Home Confinement (008) \$3,543.93
- d. Federal Grant HUD 98 (009) \$1,985.05
- e. Building Demolition (023) \$3,064.00

- f. Special Law (073) \$600.00
- g. Special Health (372) \$3,968.50
Vera J. McCormick, County Clerk

- ◆ ~~The Kanawha County Commission hereby approves the following overtime, with the detail attached hereto, for Kanawha County Commission employees for the pay period ending January 31, 2005, for hours worked in the pay period of November 21, 2004 – December 25, 2004. (Except where noted)~~
~~————Tammie Chandler, Payroll Administrator~~

Order Confirming and Approving Orders Entered by the Clerk of the County Commission of Kanawha County, West Virginia
Vera J. McCormick, County Clerk

Notice of General and Special Meetings of the County Commission of Kanawha County (2005)
Marc Slotnick, County Attorney

Organization of the Commission
Marc Slotnick, County Attorney

Commissioner Shores moved to approve the Notice of General and Special Meetings Order and the Organizational Order. Commissioner Carper seconded. Motion carried.

Upper Frame Water Line Extension Project, Small Cities Block Grant – Order authorizing the President of County Commission to sign two letters and a Financial Report and to authorize the Clerk of the County Commission to issue a warrant out of the Upper Frame Water Line Extension Project Account – Drawdown No. 4
Susan Blake, Planning Director

In the matter of the property owned by John and Jane Hagerman (removal of structures and/or debris)
Terry Sayre, Deputy Planning Director
Marc Slotnick, County Attorney

In the matter of the property owned by Troy Mullins
Terry Sayre, Deputy Planning Director
Marc Slotnick, County Attorney

In the matter of the property owned by Pansy Mildred Burdette, Jimmy Burdette, John Grantham, and J.R. Fields, or his heirs
Terry Sayre, Deputy Planning Director
Marc Slotnick, County Attorney

In the matter of the property owned by Frank Massey, Mandiville Jackson Massey, Drusilla Massey, James W. Massey, Frank C. Massey, Helen Mitchell, Drusilla Wolfe, James D. and Peggy Meadows, C.E. Cline, Rachel Massey, or their heirs

Terry Sayre, Deputy Planning Director
Marc Slotnick, County Attorney

Authorization for the President of the County Commission to sign Access Systems, Digital Systems Hardware and Software Maintenance Agreement (December 1, 2004 through November 30, 2005)

Appointment of Bill Bevino to the Kanawha County Planning Commission

Appointment of Barry Kemerer to the Board of Appeals under the Adult Entertainment Ordinance of 2003

Commissioner Shores moved for approval of Mr. Bevino and Barry Kemerer to be appointed to the Board of Appeals. Commissioner Hardy seconded. Motion carried.

Authorization for the President of the County Commission to sign Request for Release of Fund and Certification for the Kanawha County Housing and Redevelopment Authority

Order Authorizing the President to sign a Contract and Resolution for the Community Corrections Grant, Project Number 05-CC-11 for \$60,000
Jennifer Herral, Grant Coordinator

Authorization for the Clerk of the County Commission to Issue a Check from the Coal Severance Fund Line Item #02-439.00-800-5-68.00 in the amount of Five Thousand Dollars (\$5,000.00) to the City of Montgomery

Commissioner Hardy moved for approval of the Orders. Commissioner Shores seconded. Motion carried.

LETTERS OF INTENT

MISCELLANEOUS

NEW CLAIM (S) – ACKNOWLEDGEMENT – CGL INSURANCE

F.Y. 2004-2005 GENERAL FUND LINE ITEM REVISION

001-405.00-2-20.00	Pros. Atty. Bldg./Equipment Rental	(\$69,310.00)
001-405.00-2-30.00	Pros. Atty. Contracted Services	\$69,310.00

Commissioner Hardy moved for approval of the General Fund Line Item Revision. Commissioner Shores seconded. Motion carried.

DEPARTMENT PAY RAISES

NEW BUSINESS

Supplemental voucher, R & D Military, \$1,859.07, Law Enforcement, Homeland Security

Supplemental voucher, Donahoe & Associates, Inc., \$2,405.00
(professional services rendered for budget and audit assistance 12/1/04-12/15/04)

Supplemental Voucher, City of Montgomery, \$5,000, per court order

Commissioner Hardy moved for approval of the new business items. Commissioner Shores seconded. Motion carried.

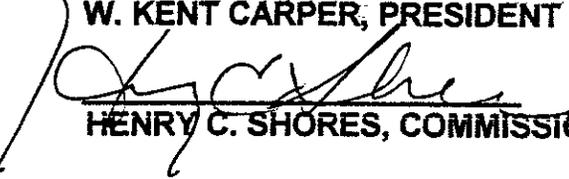
◆ **AND BOLD PRINT DENOTES EMERGENCY ITEM AND/OR CHANGE TO AGENDA**

THE KANAWHA COUNTY COMMISSION MEETING OF JANUARY 6, 2005 RECESSED AT 7:29 P.M. UNTIL THE 20TH DAY OF JANUARY 2005 AT 5:00 P.M.

THE FOREGOING MINUTES ARE APPROVED THIS 15TH DAY OF FEBRUARY 2005.



W. KENT CARPER, PRESIDENT



HENRY C. SHORES, COMMISSIONER

DAVE HARDY, COMMISSIONER



COUNTY ATTORNEY

(All proceedings on tape in the Commission Office)



OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, To-Wit:

I, Kenneth Eugene Thomas who has been duly reappointed to
the office of Regional Development Authority of Charleston, Kanawha County,
West Virginia
do solemnly swear that I will support the Constitution of the United States and the Constitution of this
State, and that I will truly and faithfully discharge all the duties of said office, during my continuance
therein, to the best of my skill and judgment, so help me, God.

Subscribed and sworn to before the undersigned, Clerk of the _____ of said county,
this 16 day of June 2005.

Kenneth E. Thomas
Clara J. McCormick, Clerk



OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, To-Wit:

I, Billy L. Paulby, who has been duly reappointed to
the office of Regional Development Authority of Charleston Kanawha County,
West Virginia

do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Billy L. Paulby

Subscribed and sworn to before the undersigned, Clerk of the _____ of said county,
this 16 day of June 2005

Vera J. McCormick Clerk



OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, To-Wit:

I, Larry Conley who has been duly appointed to
the office of Regional Development Authority (Chairman) Kanawha
County, West Virginia
do solemnly swear that I will support the Constitution of the United States and the Constitution of this
State, and that I will truly and faithfully discharge all the duties of said office, during my continuance
therein, to the best of my skill and judgment, so help me, God.

Subscribed and sworn to before the undersigned, Clerk of the Larry Conley
this 16 day of June 2005. of said county,

Vera J. McCormick, Clerk



OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, To-Wit:

I, MICHAEL L. CLOWSE who has been duly APPOINTED to
the office of the Regional Development Authority of
CHARLESTON, KANAWHA COUNTY, WV, METROPOLITAN REGION
do solemnly swear that I will support the Constitution of the United States and the Constitution of this
State, and that I will truly and faithfully discharge all the duties of said office, during my continuance
therein, to the best of my skill and judgment, so help me, God.

Michael L. Clowse

Subscribed and sworn to before the undersigned, Clerk of the _____ of said county,
this 16 day of June 2005.

Debra G. McCormick Clerk

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, TO WIT:

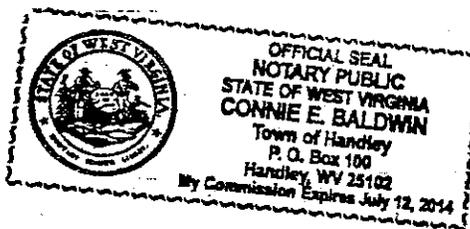
I, Essie Ford, having been duly reappointed to the Regional Development Authority of Kanawha County, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.



Subscribed and sworn to before the undersigned, Notary Public of said County, this 6th day of January, 2005.


Notary Public

[NOTARIAL SEAL]



04390

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, TO WIT:

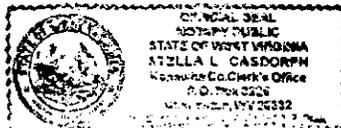
I, Dan Halloran, having been duly reappointed to the Regional Development Authority of Kanawha County, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Dan Halloran

Subscribed and sworn to before the undersigned, Notary Public of said County, this 6th day of January, 2005.

Stella L. Casdorff
Notary Public

[NOTARIAL SEAL]



Recorded In FIDUC BK 262 Pg 193, 01/20/2005 11:53:25 AM Dead Tax 0.00, Recording Fee 0.00, TOTAL 0.00
Vera J. McCormick, County Clerk, Kanawha County, WV

I, VERA J. McCORMICK, do hereby certify that this is a true copy from the record
Teste: VERA J. McCORMICK, Clerk
Kanawha County Commission

10-7-05 By *Lesley Kauter*
Deputy

04394

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, TO WIT:

I, Mike Reed, having been duly reappointed to the Regional Development Authority of Kanawha County, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Michael J. Reed

Subscribed and sworn to before the undersigned, Notary Public of said County, this 6th day of January, 2005.

Susan K. Dunn
Notary Public



[NOTARIAL SEAL]

Recorded In FIDUC BK 262 Pg 237, 01/25/2005 08:45:26 AM
Deed Tax 0.00, Recordings Fee 0.00, TOTAL 0.00
Vera J. McCormick, County Clerk, Kanawha County, WV

I, VERA J. McCORMICK, do hereby certify that this is a true copy from the record
Teste: VERA J. McCORMICK, Clerk
Kanawha County Commission

Date 1-7-05 By Vera J. McCormick
Deputy

04393

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, TO WIT:

I, Damron Bradshaw, having been duly reappointed to the Regional Development Authority of Kanawha County, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

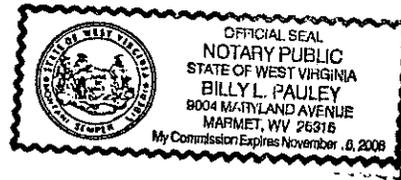
DB Bradshaw

Subscribed and sworn to before the undersigned, Notary Public of said County, this 6th day of January, 2005.

expires 11-16-08

Billy L. Pauley
Notary Public

[NOTARIAL SEAL]



Recorded In FIDUC BK 262 Pg 236 01/25/2005 08:44:32 AM
Deed Tax 0.00, Recording Fee 0.00, TOTAL 0.00
Vera J. McCormick, County Clerk, Kanawha County, WV

I, VERA J. McCORMICK, do hereby certify that this is a true copy from the record
Teste: VERA J. McCORMICK, Clerk
Kanawha County Commission

Date *1-7-05* By *Vera J. McCormick*
Deputy

FIDJC 262 551
 Recorded in Above Book and Page
 02/18/2005 09:36:31 AM
 Vera J. McCormick
 County Clerk
 Kanawha County, WV
 Deed Tax 0.00
 Recording Fee 0.00
 TOTAL 0.00

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, TO WIT:

I, John Jones, having been duly reappointed to the Regional Development Authority of Kanawha County, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

John D. Jones

Subscribed and sworn to before the undersigned, Notary Public of said County, this 6th day of January, 2005.

17th day of February 2005

Stella L. Casdorph
 Notary Public

[NOTARIAL SEAL]



I, VERA J. McCORMICK, do hereby certify that this is a true copy from the record
 Teste: VERA J. McCORMICK, Clerk
 Kanawha County Commission

Date *1e-7-05* By *Lesley Kante*
 Deputy

04391

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, TO WIT:

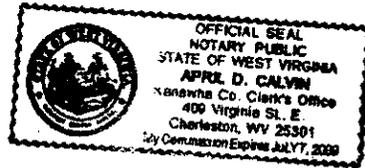
I, Butch Buckley, having been duly reappointed to the Regional Development Authority of Kanawha County, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Butch Buckley

Subscribed and sworn to before the undersigned, Notary Public of said County, this 6th day of January, 2005.

April D. Calvin
Notary Public

[NOTARIAL SEAL]



Recorded In FIDUC BK 262 Pg 194, 01/21/2005 09:35:01 AM
Vera J. McCormick, County Clerk, Kanawha County, WV
Deed Tax 0.00, Recording Fee 0.00, TOTAL 0.00

I, VERA J. McCORMICK, do hereby certify that this is a true copy from the record
Teste: VERA J. McCORMICK, Clerk
Kanawha County Commission

Date 1-20-05 By Lesley Kautle
Deputy

OFFICER'S OATH

Fiduc 268 550
Recorded 10/26/05 10:31:28 AM Page 1
Vera J. McCormick
County Clerk
Kanawha County, WV

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, To-Wit:

Deed Tax 0.00
Recording Fee 0.00
TOTAL 0.00

I, Charles Armstrong who has been duly appointed to
the office of Regional Dev. Authority Board

do solemnly swear that I will support the Constitution of the United States and the Constitution
of this State, and that I will truly and faithfully discharge all the duties of said office, during my
continuance therein, to the best of my skill and judgment, so help me, God.

Claude A. ...

Subscribed and sworn to before the undersigned, Clerk of the County Commission of said
county, this 4th day of February 2005

Vera J. McCormick, Clerk

I, VERA J. McCORMICK, do hereby certify
that this is a true copy from the record
Teste: VERA J. McCORMICK, Clerk
Kanawha County Commission

Date 10-7-05 By Lesley Kautel
Deputy

02419

FIDUC	246	192
Recorded In Above Book and Page		
09/04/2001 08:48:31 AM		
Alma Y. Kins		
County Clerk		
Kanawha County, WV		
Deed Tax		0.00
Recording Fee		0.00
TOTAL		0.00

OFFICER'S OATH

THE STATE OF WEST VIRGINIA, KANAWHA COUNTY, TO WIT:

I, Richard Milam, having been duly appointed to the office of Regional Development Authority of Charleston, Kanawha County, Metropolitan Region

do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgement, so help me, God.

[Handwritten Signature]
Signature

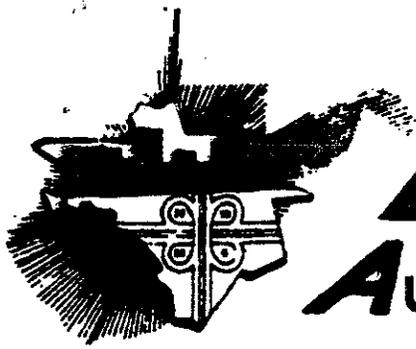
Subscribed and sworn to before the undersigned, Notary Public of said county, this 29 day of August, 192001.



[Handwritten Signature]
Notary Public

I, VERA J. McCORMICK, do hereby certify that this is a true copy from the record
Teste: VERA J. McCORMICK, Clerk
Kanawha County Commission

Date 6-7-05 By [Handwritten Signature]
Deputy



Regional Development Authority

of Charleston, Kanawha County, W.Va., Metropolitan Region

KANAWHA COUNTY COURTHOUSE • 409 VIRGINIA STREET, E. • CHARLESTON, WEST VIRGINIA 25301 • PHONE (304) 357-0570

Billy L. Pauley
Treasurer

Damron Bradshaw
President

Dan Halloran
Vice President

MINUTES
FEBRUARY 17, 2005
12:00 NOON

CALL TO ORDER

RDA MEMBERS

Hon. Larry Conley-Belle
Hon. Kenneth Barton-Cedar Grove (absent)
Mike Clowser-Charleston
Ho. Damron Bradshaw-Chesapeake
Hon. Donna Gillenwater-Clendenin (absent)
Fern Jobe-Dunbar (absent)
Hon. Charles A. Blair-East Bank (absent)
Hon. Charles Armstrong-Glasgow
Hon. Essie Ford, Jr.-Handley (absent)
Hon. Billy Pauley-Marmet

John Jones-Montgomery
Hon. Rusty Casto-Nitro (absent)
Hon. Frank Morris-Pratt (absent)
Hon. Richard Milam-St. Albans
William Buckley- So. Charleston
Commissioner W. Kent Carper
Mike Reed
K. E. "Poodle" Thomas
Donna Gagich (absent)
Dan Halloran

ALSO PRESENT

Susan A. Blake-Kanawha County Planning Director
Jennifer Herald-Grant Coordinator
Theresa Hudson-Administrative Assistant
Mark Sankoff-WV American Water Company
Mark Shamblin-WV American Water Company
Gary Facmyer-Terradon Corporation

The Vice President, Dan Halloran called the meeting to order, determined that a quorum was present and proceeded with matters on the agenda.

MINUTES

UPON THE MOTION OF MAYOR ARMSTRONG, SECONDED BY MAYOR PAULEY, THE MINUTES OF JANUARY 20, 2005 REGULAR MEETING WAS UNANIMOUSLY APPROVED AS MAILED TO THE MEMBERS.

OLD BUSINESS

Water Projects – Status Project

A. Status Report – Eden’s Fork Sewer Project

***Appointment of Selection Committee to Review Engineering Proposal for Engineering Proposal for Eden’s Fork Sewer Project**

Susan Blake reported that we received ten proposals for the Edens Fork Sewer Project. The deadline for the proposals was February 15, 2005. Susan suggested appointing a selection committee of five members. Susan recommended that two members of the selection committee should consist of David Gray from the Elk Public Service District and Mr. Downey from the Charleston Sanitary Board. President Bradshaw appointed Mayor Milam, John Jones and himself to serve on the selection committee. We received ten engineering proposals. The selection committee will short list the applicants to five engineers. Mayor Bradshaw stated that the committee would decide on the engineer and then send it to the County Commission for approval to agree or disagree.

UPON THE MOTION OF MAYOR BRADSAHW, SECONDED BY COMMISSIONER CARPER IT WAS DECIDED THAT THE SELECTION COMMITTEE WOULD SELECT THE ENGINEER AND THEN SEND IT TO THE COUNTY COMMISSION TO AGREE OR DISAGREE.

B. Witcher Creek

Payment to Diversified – Approval of Invoice for Pay Request No. 7 for \$55,523.60

Mark Shamblin reported that the Witcher Creek project is complete. All the meter sets are complete and the hydrants installed. All residents should have water and fire protection. This is the final payment request from Diversified for the Witcher Creek Project.

C. Upper Frame

Payment to Diversified – Approval of Invoice for Pay Request No. 6 for \$135,566.76

Mark Shamblin reported that the first five miles of this project will be complete. Within thirty days, the meters will be set, and the booster will be on line in a couple of weeks. The project is on schedule and moving along well.

D. Request Payment from AML for Witcher Creek for \$64,983.60

Mark Shamblin reported that this item is the abandoned mine lands for Witcher Creek. The amount is for more money than what Diversified has invoiced for. The difference is for a DOH permit, and AML has agreed to pay for the permit fee.

E. Execute Payment Request #6 to West Virginia Development Office for Upper Frame for \$105,316.42

Mark Shamblin reported this is for a HUD grant. The rest will be a loan agreement between West Virginia American Water Company and the Kanawha County Commission.

UPON THE MOTION OF COMMISSIONER CARPER, SECONDED BY KENNETH THOMAS, ITEMS B THRU E WERE UNANIMOUSLY APPROVED BY THE RDA MEMBERS.

F. Discussion of Election of Officers for 2005

The nominating committee recommendation was Billy Pauley for Treasurer, Dan Holloran for Vice President and Damron Bradshaw for President.

UPON THE MOTION OF MAYOR ARMSTRONG, SECONDED BY MAYOR MILAM, THE OFFICERS WERE ELECTED AND UNANIMOUSLY APPROVED BY THE RDA MEMBERS.

G. Discussion regarding Small Cities Block Grant

Dave Anderson from Dutch Ridge; and Sam Shinn from the Frame Water Project were present for this discussion.

Commissioner Carper reported that this is a Small Cities Block Grant opportunity that was advertised. It can be used for any kind of infrastructure such as water or sewer. The deadline to submit is March 11, 2005.

We can apply for one project. Certain criteria have to be met. We have to pledge the match.

Susan Blake reported that a public hearing was held and approximately thirty people from the Dutch Ridge Area were there. The total cost of construction on this project would be \$2.3 million dollars for ninety-one customers. The cost per customer would be \$25,809.00. The Upper Frame, Phase II and that cost would be \$2.6 million dollars and a total of 193 customers. The cost per customer would be \$13,666.00. Both projects would require approximately \$600,000.00 local match.

UPON THE MOTION OF MIKE REED, SECONDED BY MAYOR BRADSHAW TO PURSUE ANY RESOURCES AVAILABLE TO HELP THE RESIDENTS OF DUTCH RIDGE.

III. New Business

A. Discussion of Malden Public Service District Feasibility Merger Between Malden PSD and the Charleston Sanitary Board

Chet Williams from the Malden Public Service District supplies sewer service for about 3800 to 4000 customers in Eastern Kanawha County. They were placed under a consent order with DEP to upgrade the waste water facility, as well as the collection system. At the present time, they have an engineer that is working on a facility plan.

UPON THE MOTION OF COMMISSIONER CARPER, SECONDED BY MAYOR MILAM TO RECOMMEND THE KANAWHA COUNTY COMMISSION PAY THE COST OF A FEASIBILITY STUDY, WHICH WAS UNANIMOUSLY APPROVED BY THE RDA MEMBERS.

B. Discussion of the Chelyan Public Service District Proposed Sewer Extension

Joyce McPhail from the Chelyan Public Service District stated that the total cost of a study is approximately \$300,000.00. Commissioner Carper stated that the Regional Development Authority should make a recommendation to try to fund this engineering design for the sewer lines and the pump station with coal severance money.

After further discussion, it was recommended to put back on the agenda for a future meeting.

UPON THE MOTION OF MAYOR MILAM, SECONDED BY MAYOR CONLEY IT WAS UNANIMOUSLY APPROVED TO PUT THIS BACK ON THE AGENDA FOR AT A FUTURE MEETING.

C. Approval of the Application for Schoenbaum Family Enrichment Center Governor's Community Partnership Grant for \$100,000.00 for FY 2005

UPON THE MOTION OF MAYOR PAULEY, SECONDED BY MAYOR MILAM ITEM C WAS UNANIMOUSLY APPROVED BY THE RDA MEMBERS.

D. Approval of the Application for the West Virginia Symphony Orchestra LEDA Grant - for \$25,000.00

E. Approval of the Application for Kanawha Charleston Soccer Foundation Governor's Community Partnership Grant for \$10,000.00 for FY 2005

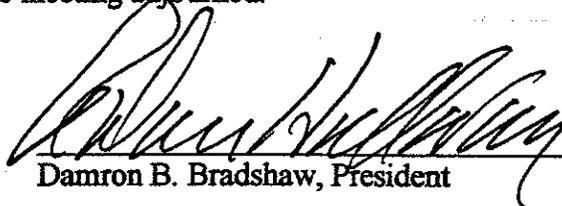
F. Approval of the Application for Kanawha Charleston Soccer Foundation Governor's Community Partnership for \$6,000.00 for FY 2005

G. Kanawha Charleston Soccer Foundation – LEDA Grant – “Request for Payment” - \$25,000.00 – Draw Down No. 1

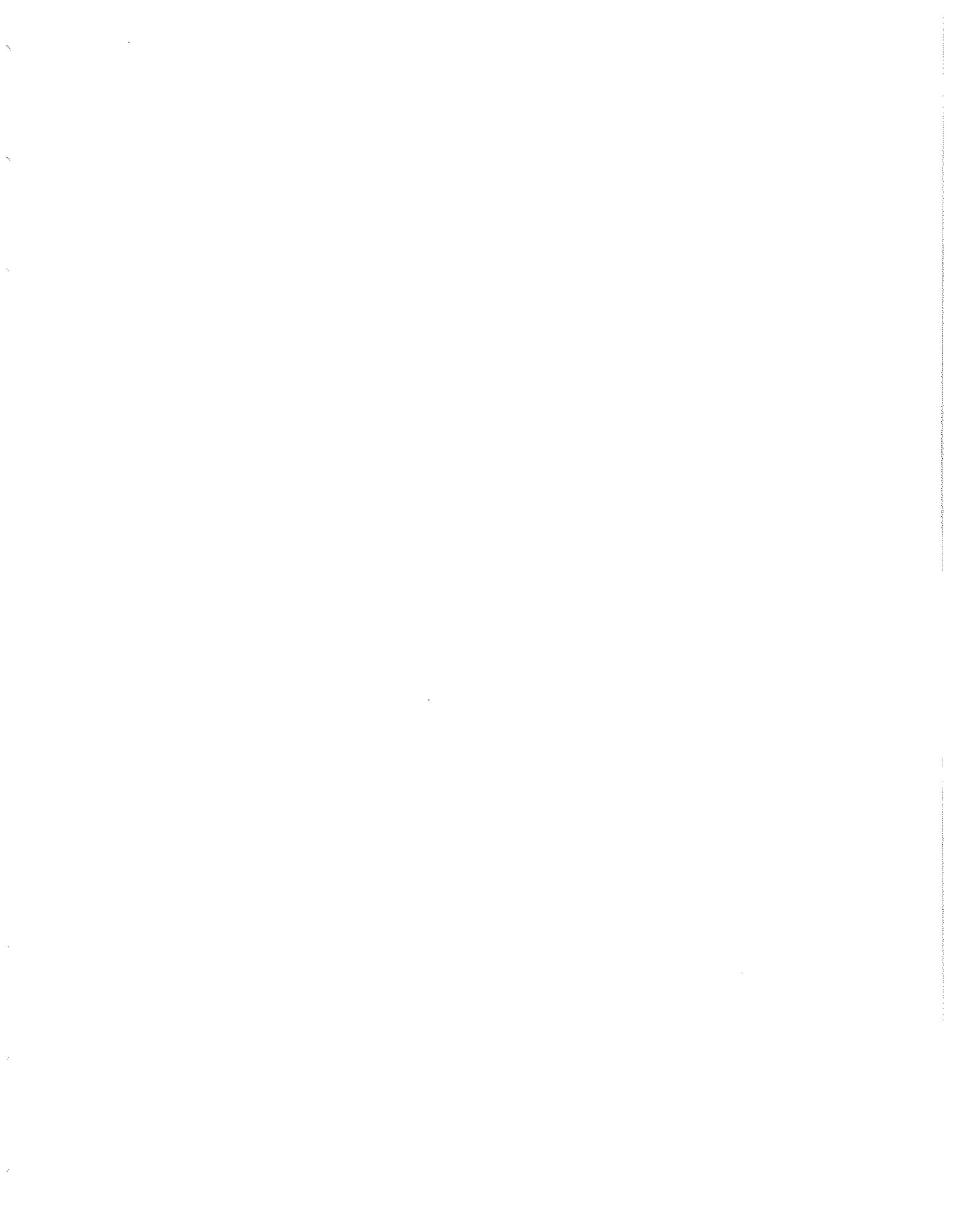
H. Kanawha Charleston Soccer Foundation – LEDA Grant – “Certificate of Grant Completion”- \$25,000.00

UPON THE MOTION BY MAYOR BRADSHAW, SECONDED BY MAYOR CONLEY ITEMS D THRU H WAS UNANIMOUSLY APPROVED BY THE RDA MEMBERS.

There being no further business the meeting adjourned.



Damron B. Bradshaw, President



BY-LAWS OF THE
REGIONAL DEVELOPMENT AUTHORITY OF
CHARLESTON-KANAWHA COUNTY METROPOLITAN REGION
(as amended)

ARTICLE I - THE AUTHORITY

Section 1. Name of Authority. The formal name of the Authority shall be "Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region." For normal and common purposes, the Authority shall be called "Regional Development Authority", and hereinafter in these By-Laws referred to as "Authority."

Section 2. Office of Authority. The office of the Authority shall be located within Kanawha County, in such place as may be designated by the Authority.

Section 3. Place of Holding Meetings. All meetings of the Authority shall be held at the office of Authority, or at such other place as the members of the Board shall determine and as shall be stated in the notice of such meetings.

Section 4. Board of Members. Management and control of the Authority is lodged in the membership; members of the Authority shall be appointed in accordance with Chapter 7, Article 12 of the Code of West Virginia. Before proceeding to exercise the authority or discharge the duties with which they are empowered, members shall first qualify by taking the oath of office as prescribed in Chapter 6, Article 1 of the Code of West Virginia.

Section 5. Adjustment of Membership. The Board shall be empowered to alter and change the composition of this membership from time to time as appropriate to meet changing Federal, State or Local requirements or regulations provided that the changed composition of membership complies with all pertinent legal requirements.

Section 6. Quorum. A quorum of members shall consist of not less than five (5) members.

Section 7. Adjournment of Meetings. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the members present or represented, without any notice other than by announcement at the meeting, until a quorum shall attend. Any meeting at which a quorum is present may also be adjourned, in like manner, for such time, or upon such call, as may be determined by vote.

Section 8. Annual Meeting; Election of Officers of the Authority. An annual meeting of members shall be held on the fourth Wednesday in January each year, at a time and place to be designated by the Authority. The Executive Secretary shall send a notice of said meeting to all members not less than ten days before the meeting date. At each annual meeting the members shall elect the officers of the Authority to serve until their successors

are elected and qualified, unless sooner removed by the Board for cause.

Section 9. Officers. The officers of this Authority shall consist of a President, Vice-President and a Treasurer, all of whom shall be elected by the Board, and an Executive Secretary who shall be appointed by the Board, and who shall also serve as Executive Director of the Authority. Every officer of the Authority shall be a member of the Authority in good standing, and the Executive Secretary shall be an ex officio non-voting member.

Section 10. Regular Meetings. The Authority shall at each annual meeting designate regular meeting dates for the remainder of the calendar year. Such dates shall be published, posted or advertised as provided by law.

Section 11. Special Meeting. How Called. Special meetings of the members for any purpose or purposes may be called by the President or Secretary, and shall be called upon a requisition in writing therefore, stating the purpose or purposes thereof, delivered to the President or Executive Secretary, signed by a majority of the Board of Members.

Section 12. Voting. Each member who has qualified under Section 4 of this Article I shall be entitled to one vote. Members who are entitled to vote must do so in person only.

Section 13. Manner of Voting at Meetings of Members. At all meetings

of members all questions, except those in which the manner of deciding is especially regulated by statute, shall be determined by a majority vote of the members entitled to vote present in person. No member of the Authority shall vote on a question in which he is interested otherwise than as a member, except the election of president or other officer, or be present while the same is being considered; but if his retirement from the meeting in such cases reduces the number present below a quorum, the question may nevertheless be decided by those who remain. On any question the names of those voting each way shall be entered on the record of their proceedings if any member at the time requests it.

Section 14. Notice of Meeting of Members. Written notice, stating the place and time of the meeting, and the general nature of business to be considered, shall be given by the Executive Secretary by mailing such notice, postage prepaid, to each member entitled to vote, at his post office address as the same appears on the records of the Authority at least ten (10) days before the meeting in the case of an annual meeting, seven (7) days before the meeting in the case of a regular meeting, and four (4) days before the meeting in the case of a special meeting.

Section 15. Notice of Waiver of Notice. Whenever any notice is required by the By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper, addressed to the person entitled thereto at his post office address as shown

on the records of the Authority; and such notice shall be deemed to have been given on the day of such mailing. Any notice required to be given under these By-Laws may be waived by the person entitled thereto.

Section 16. Powers of the Authority. The Authority shall have the management of the business of the corporation and subject to the restrictions imposed by law, by the Certificate of Incorporation, or by these By-Laws, may exercise all of the powers of the corporation. All records of the proceedings of the Authority shall be verified by the signature of the person acting as Chairman of the meeting and by the signature of the Executive Secretary.

Section 17. Indemnification of Officers and Members of the Authority. Each member of the Authority and officer of this corporation, his heirs and personal representatives, shall be indemnified by the corporation against costs and expenses at any time reasonable incurred by him, and judgements and decrees at any time adjudged against him arising out of or in connection with any claim, action, suit or proceeding against him or to which he may be made a part by reason of his being or having been a member or officer of the corporation, unless he shall be adjudged guilty of willful and intentional misconduct respecting the matter or matters at issue therein. If in the judgement of the Board of Members a settlement of any claim so arising is deemed in the best interests of the corporation, any such member or officer shall be reimbursed for any amounts paid in effecting such settlement and reasonable expenses thereby incurred. The foregoing right

of indemnification shall be in addition to any and all other rights to which any such member or officer may be entitled as a matter of law.

ARTICLE II - OFFICERS

Section 1. The officers of the corporation shall be a President, Vice-President, Treasurer, and Executive Secretary. One person may hold two offices, except the offices of President and Vice-President.

Section 2. President. The President shall preside at all meetings of the Authority; and he shall have power to call special meetings of the members for any purpose, appoint and discharge, subject to the approval of the Authority, the Director of the Authority and fix his compensation. When authorized by the Authority, he shall make and sign contracts and agreements in the name of and on behalf of the corporation; while the Authority is not in session, he shall have general management and control of the business and affairs of the corporation; and he shall generally do and perform all acts incident to the office of President, or which are authorized or required by law.

Section 3. Vice-President. The Vice-President shall have such powers and shall perform such duties as may be assigned to him by the Authority. In case of absence or disability of the President, the duties of the office of the President shall be performed by the Vice-President unless and until

the Authority shall otherwise direct.

Section 4. Treasurer. The Treasurer shall have custody of all funds, securities, evidences of indebtedness and other valuable documents of the corporation; he shall receive and give or cause to be given receipts and acquittances for monies paid in on the account of the corporation and shall pay out of the funds on hand all debts of the corporation of whatever nature and upon maturity of the same; he shall enter or cause to be entered in books of the corporation to be kept for that purpose full and accurate accounts of all monies received and paid out on account of the corporation, and he shall perform all the other duties incident to the office of Treasurer.

Section 5. Executive Secretary. The Executive Secretary shall be an ex-officio non-voting member. The Executive Secretary shall give, or cause to be given, notice of all meetings of members of the Authority, and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the President, as provided by these By-Laws. He shall record all the proceedings of the meetings of the corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him by the President or the Authority. He shall have the custody of the seal of the corporation and shall affix the same to all instruments requiring it, when authorized by the President or the Authority, and attest the same.

Section 6. Signatures. All checks, orders and drafts for payment of money shall be signed by not less than two of the following three officers: President, Vice-President or Treasurer.

Section 7. Fidelity Bond. The Authority shall require and provide a bond for the officers authorized to sign checks.

ARTICLE III - MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the corporation shall end on the 30th day of June of each year.

Section 2. Checks, etc. All checks, drafts or orders for the payment of money shall be signed by such officers and agents as the Directors may designate.

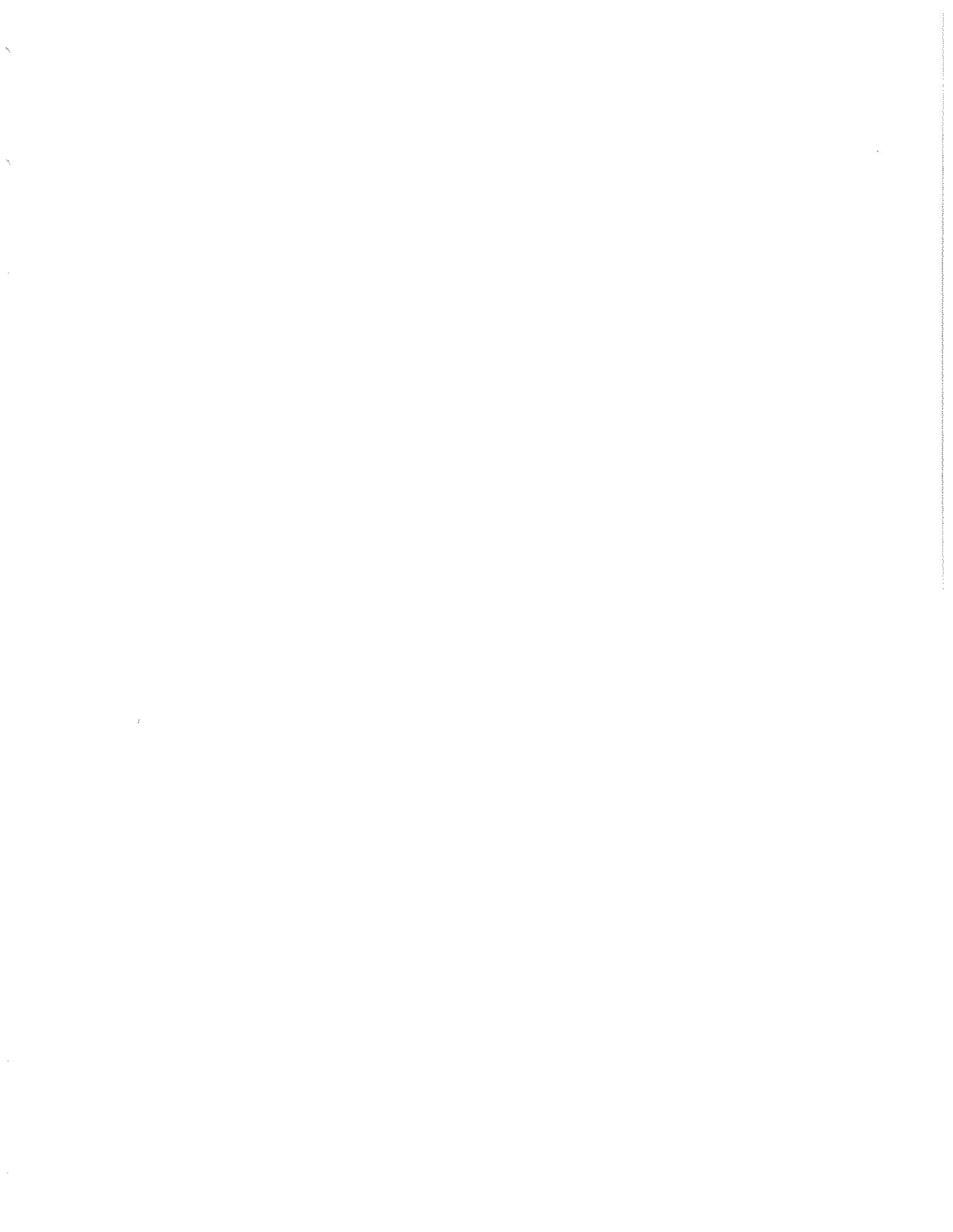
Section 3. Rules, Regulations, Administrative Policy and Practice. The Authority may, as circumstances require, adopt such rules and regulations, or administrative policies and practices, as it deems suitable, for the administration of its technical and salaried personnel.

Section 4. Political Activity. Technical, administrative and salaried personnel shall be restricted from political activity as under Section 12(a) of the Hatch Act United States Congress enforced by the United States Civil

Service Commission.

ARTICLE IV - AMENDMENTS

Section 1. Amendment of By-Laws. These By-Laws may be amended by the affirmative vote of two-thirds of the members present and entitled to vote at any annual meeting or at any special meeting called for the purpose.



REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-
KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION

WATERWORKS REVENUE BONDS, SERIES 2005 A (TAXABLE)

MINUTES ON ADOPTION OF RESOLUTION

The undersigned duly appointed Executive Secretary of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the Board of Directors of said Authority:

The Board of Directors of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, pursuant to notice duly posted, on the 19th day of May, 2005, in Charleston, West Virginia, at the hour of 12:00 p.m.

PRESENT:

Honorable Larry Conley	Honorable Richard Milam
Honorable Damron Bradshaw	Mike Reed
Honorable Charles Armstrong	K. E. Thomas
Honorable Billy Pauley	

Also in attendance were the following:

Susan A. Blake - Kanawha County Planning Director
Brent Pauley - County Manager
Theresa Hudson - Executive Secretary
Mark Sankoff - West Virginia American Water Company
Mark Shamblin - West Virginia American Water Company

ABSENT:

Honorable Kenneth Barton	John Jones
Mike Clowser	Honorable Rusty Casto
Donna Gillenwater	Honorable Frank Morris
Fern Jobe	William Buckley
Honorable Charles Blair	W. Kent Carper
Honorable Essie Ford, Jr.	Donna Gagich
Dan Halloran	

Damron Bradshaw presided, and Theresa Hudson acted as Executive Secretary. The President announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the President presented a proposed Resolution in writing entitled:

RESOLUTION AUTHORIZING THE PERMANENT FINANCING OF THE COSTS OF ADDITIONS AND BETTERMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE REGIONAL DEVELOPMENT AUTHORITY OF CHARLESTON-KANAWHA COUNTY, WEST VIRGINIA METROPOLITAN REGION THROUGH THE ISSUANCE BY THE ISSUER OF \$260,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATERWORKS REVENUE BONDS, SERIES 2005 A (TAXABLE); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

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 hereby certify that the foregoing action of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 28th day of June, 2005.


Executive Secretary

06/01/05
919120.00267

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

NEW ISSUE REPORT FORM

Date of Report: June 28, 2005

(See Reverse for Instructions)

ISSUE: Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region Waterworks Revenue Bonds, Series 2005 A (Taxable)

ADDRESS: 409 Virginia Street East, Charleston, WV 25301 COUNTY: Kanawha

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

ISSUE DATE: June 28, 2005 CLOSING DATE: June 28, 2005

ISSUE AMOUNT: \$260,000 RATE: 6.82%

1ST DEBT SERVICE DUE: October 1, 2005 1ST PRINCIPAL DUE: November 1, 2005

1ST DEBT SERVICE AMOUNT: Accrued interest due 10/1/05; monthly payments of \$2,994.76 begin 11/1/05 PAYING AGENT: JPMorgan Chase Bank, NA

BOND

COUNSEL: Step toe & Johnson PLLC
Contact Person: John C. Stump, Esquire
Phone: 304.353.8196

UNDERWRITERS

COUNSEL: N/A
Contact Person: _____ Phone: _____

CLOSING BANK: JPMorgan Chase Bank, NA
Contact Person: John T. Copenhaver, III
Phone: 304.348.4413

ESCROW TRUSTEE: N/A
Contact Person: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT

Contact Person: Damron Bradshaw
Position: President
Phone: 304.357.0750

OTHER:

Contact Person: _____
Function: _____
Phone: _____

DEPOSITS TO MBC AT CLOSE: _____
By: _____ Wire _____
X Check _____
Accrued Interest: \$ _____
Capitalized Interest: \$ _____
X Reserve Account: \$ 35,937.12
Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE

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

NOTES: The Issuer will fully fund the Series 2005 A Bonds Reserve Account at closing.

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.

06/28/05
919120.00267

State of West Virginia



Certificate

*I, Betty Ireland, Secretary of State of the
State of West Virginia, hereby certify that*

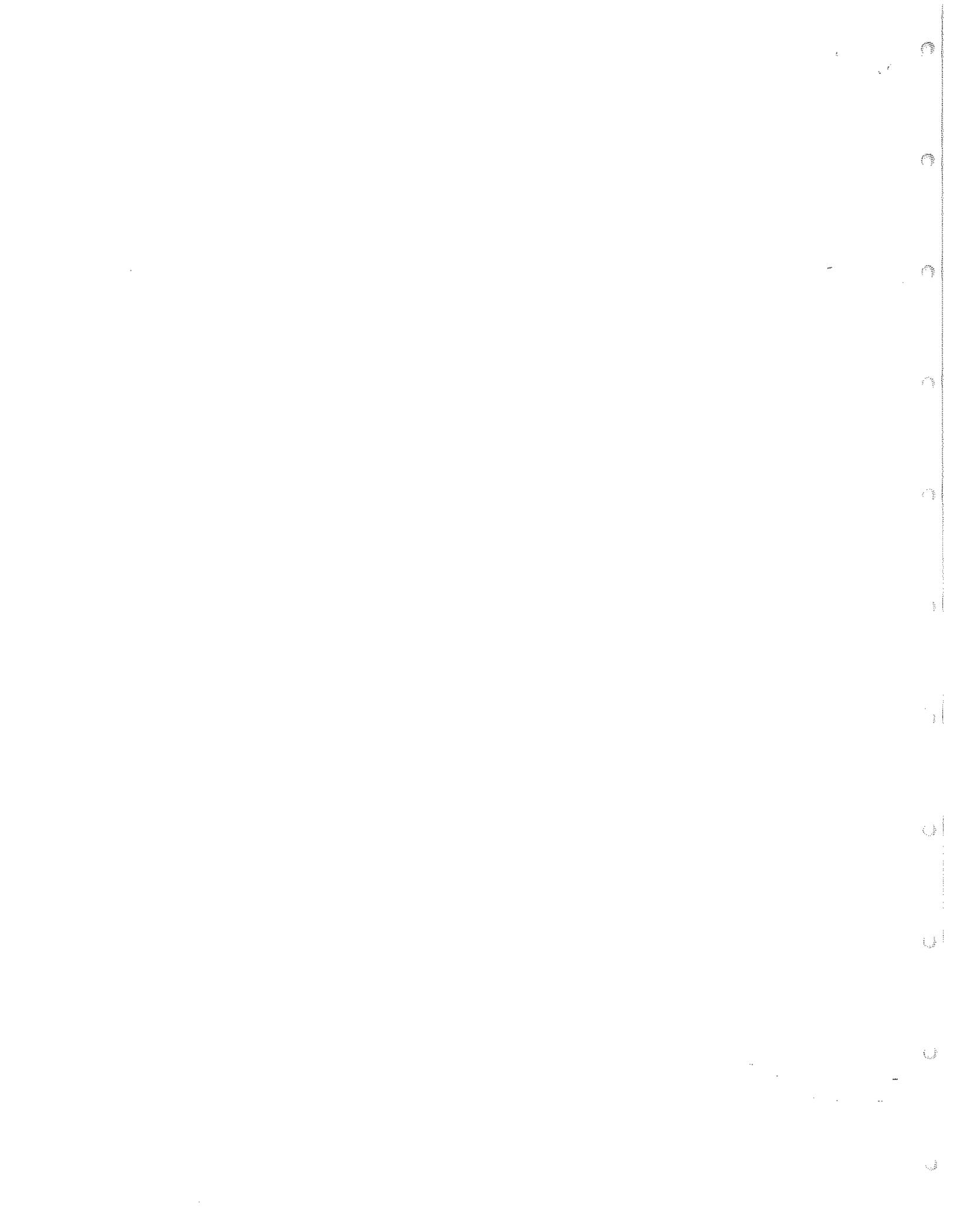
**THIS IS A TRUE COPY OF CHAPTER 7, ARTICLE 12 OF THE WEST
VIRGINIA CODE, AS INDICATED BY THE RECORDS OF THIS OFFICE.**



*Given under my hand and the
Great Seal of the State of
West Virginia on*

June 1, 2005

Betty Ireland
Secretary of State



§ 7-11B-27. Computation of local share for support of public schools when tax increment financing is used.

For purposes of any computation made in accordance with the provisions of section eleven [§ 18-9A-11], article nine-a, chapter eighteen of this code, for a county in which there is tax increment financing in effect pursuant to this article, the assessed value shall be the current assessed value minus the amount of assessed value used to determine the tax increment amount, minus any other adjustments allowed by section eleven of said article nine-a. (2002, c. 301.)

§ 7-11B-28. Effective date.

Notwithstanding the effective date of this act of the Legislature, this article shall not become operational and shall have no force and effect until the day the people ratify an amendment to the constitution of this state authorizing tax increment financing secured by ad valorem property taxes. (2002, c. 301.)

Editor's notes. — House Joint Resolution No. 201, regarding tax increment financing secured by ad valorem property taxes, and House Joint Resolution 202, regarding the du-

ration of county and municipal excess levies, were ratified by West Virginia voters at the 2002 general election. See W. Va. Const. art. X, §§ 8a and 11.

ARTICLE 12.

COUNTY AND MUNICIPAL DEVELOPMENT AUTHORITIES.

- | | |
|---|---|
| <p>Sec.
7-12-1. Establishment authorized; name; exceptions.
7-12-2. Purposes.
7-12-3. Management and control of county authority vested in board; appointment and terms of members; vacancies; removal of members.
7-12-3a. Management and control of municipal authority vested in board; appointment and terms of members; vacancies; removal of members.
7-12-4. Qualifications of members.
7-12-5. Compensation of members; expenses; recusal of member from voting where conflict of interest involved.
7-12-6. Authority to be a public corporation.
7-12-7. Powers generally.
7-12-7a. Findings respecting necessity for exercise of right of eminent domain; authorization to exercise right of eminent domain.</p> | <p>Sec.
7-12-8. Incurring indebtedness; rights of creditors.
7-12-9. Agreements in connection with obtaining funds.
7-12-9a. Joint undertakings by county development authorities.
7-12-10. Property, bonds and obligations of authority exempt from taxation.
7-12-11. Participation and appropriations authorized; transfers and conveyances of property.
7-12-12. Contributions by county commissions, municipalities and others; funds and accounts; reports; audit and examination of books, records and accounts.
7-12-13. Sale or lease of property; reversion of assets upon dissolution.
7-12-14. Employees to be covered by workers' compensation.
7-12-15. Liberal construction of article.
7-12-16. Provisions severable.</p> |
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§ 7-12-1. Establishment authorized; name; exceptions.

Except as hereinafter provided, the governing body of every municipality and the county commission of every county is hereby authorized to create and establish a public agency to be known as a development authority. The name of the authority shall contain the words "development authority," together with the designation of the municipality or the county within which such authority is intended to operate. Nothing in this article contained, however, shall be construed as permitting the governing body of any municipality or county commission of any county in which there exists, on the date on which this article becomes effective, one or more public development authorities, corporations or commissions, organized and existing pursuant to an act or acts of the Legislature, either local or general, and performing substantially the same or similar functions as the development authorities herein authorized, to create and establish such a development authority until such time as all such other public development authorities, corporations and commissions cease operations in such municipality or county: Provided, That nothing herein shall be construed to prohibit the creation and establishment of a municipal development authority when a county or regional development authority exists, and any municipal development authority shall have the exclusive right to exercise its powers granted pursuant to this article within the boundaries of the municipality. (1963, c. 29; 1986, c. 58.)

Editor's notes. — Concerning the reference to "the date on which this article becomes effective," Acts 1963, c. 29, which enacted this article, became effective March 8, 1963.

County court (now county commission) may levy taxes for and pay funds to authority. — A county court (now county commission) has authority to levy taxes for, and to pay over public funds, to a public development authority, organized pursuant to this article, which funds must be used for the purposes set forth in this article. 51 Op. Att'y Gen. 759 (1966).

Condemning property. — County courts (now county commissions) are without authority to condemn property for the purpose of

aiding industrial development pursuant to the provisions of this article. Op. Att'y Gen., Aug. 15, 1969.

Private industrial development corporation. — Even though an industrial development corporation is organized by public-spirited investors for purposes "substantially the same or similar" to the purposes of a public development authority, it remains a private corporation whose existence does not preempt the public's right, through the appropriate governmental unit, to create a county development authority. Op. Att'y Gen., Nov. 9, 1973.

Cited in Mingo County Redevelopment Auth. v. Green, 207 W. Va. 486, 534 S.E.2d 40 (2000).

§ 7-12-2. Purposes.

The purposes for which the authority is created are to promote, develop and advance the business prosperity and economic welfare of the municipality or county for which it is created, its citizens and its industrial complex; to encourage and assist through loans, investments or other business transactions in the locating of new business and industry within the municipality or county and to rehabilitate and assist existing businesses and industries therein; to stimulate and promote the expansion of all kinds of business and industrial activity which will tend to advance business and industrial development and maintain the economic stability of the municipality or county, provide maximum opportunities for employment, encourage thrift, and im-

prove the standard of living of the citizens of the county; to cooperate and act in conjunction with other organizations, federal, state or local, in the promotion and advancement of industrial, commercial, agricultural and recreational developments within the municipality or county; and to furnish money and credit, land and industrial sites, technical assistance and such other aid as may be deemed requisite to approved and deserving applicants for the promotion, development and conduct of all kinds of business activity within the municipality or county. (1963, c. 29; 1986, c. 58.)

W. Va. Law Review. — Michael, "Agricultural Land Preservation by Local Government," 84 W. Va. L. Rev. 961 (1982).

Cited in State ex rel. Charleston Bldg. Comm'n v. Dial, 198 W. Va. 185, 479 S.E.2d 695 (1996).

§ 7-12-3. Management and control of county authority vested in board; appointment and terms of members; vacancies; removal of members.

The management and control of a county authority, its property, operations, business and affairs shall be lodged in a board of not fewer than twelve nor more than twenty-one persons who shall be appointed by the county commission and be known as members of the authority. The county commission shall appoint one member to represent the county commission on the board and, for each municipality located within the county, the county commission shall appoint one member to represent the municipality. The city and town council of each municipality located within the county shall submit to the county commission the names of three persons, one of whom the county commission shall appoint to be the municipality's representative on the board. Other members of the board shall be appointed by the county commission and shall include representatives of business, industry and labor. The members of the authority first appointed shall serve respectively for terms of one year, two years and three years, divided equally or as nearly equal as possible between these terms. Thereafter, members shall be appointed for terms of three years each. A member may be reappointed for such additional term or terms as the county commission may deem proper. If a member resigns, is removed or for any other reason his membership terminates during his term of office, a successor shall be appointed by the county commission to fill out the remainder of his term. Members in office at the expiration of their respective terms shall continue to serve until their successors have been appointed and have qualified. The county commission may at any time remove any member of the board by an order duly entered of record and may appoint a successor member for any member so removed.

Other persons, firms, unincorporated associations, and corporations, who reside, maintain offices, or have economic interests, as the case may be, in the county, shall be eligible to participate in and request the county commission to appoint members to the development authority as the said authority shall by its bylaws provide. (1969, c. 29; 1986, c. 58; 2000, c. 71.)

§ 7-12-3a. Management and control of municipal authority vested in board; appointment and terms of members; vacancies; removal of members.

The management and control of a municipal authority, its property, operations, business and affairs shall be lodged in a board of not fewer than twelve nor more than twenty-one persons who shall be appointed by the governing body and be known as members of the authority. One member of the authority shall also be a member of the governing body appointed to represent it on the board. Other members shall be appointed by the governing body and shall include representatives of business, industry and labor. The members of the authority first appointed shall serve respectively for terms of one year, two years and three years, divided equally or as nearly equal as possible between these terms. Thereafter, members shall be appointed for terms of three years each. A member may be reappointed for such additional term or terms as the appointing agency may deem proper. If a member resigns, is removed or for any other reason his membership terminates during his term of office, a successor shall be appointed by the appointing agency to fill out the remainder of his term. Members in office at the expiration of their respective terms shall continue to serve until their successors have been appointed and have qualified. The appointing agency may at any time remove its appointed member of the authority by an order duly entered of record or by other action appropriate for such appointing agency and may appoint a successor member for any member so removed.

In addition to the appointing agencies hereinbefore named, such other persons, firms, unincorporated associations and corporations, who reside, maintain offices, or have economic interests, as the case may be, in the municipality, are eligible to participate in and request the governing body to appoint members to the development authority as the said authority by its bylaws provides. (1986, c. 58.)

§ 7-12-4. Qualifications of members.

(a) In addition to the appointing agencies as provided for in section three [§ 7-12-3] of this article, such other persons, firms, unincorporated associations and corporations, which reside or maintain offices in the county of the development authority, are eligible to participate in and request the governing body to appoint members to the development authority as the said authority by its bylaws provides. Members can also be drawn from citizens of a county contiguous to the county in which the county development authority is located regardless of their state of residence.

(b) Any person employed by, owning an interest in, or otherwise associated with a public utility company as defined in section two [§ 24-1-2], article one, chapter twenty-four of this code or bank as defined in section two [§ 31A-1-2], article one, chapter thirty-one-a of this code may serve as a board member and shall not be disqualified from serving as a board member because of conflict of interest as defined in section fifteen [§ 61-10-15], article ten, chapter sixty-one

of this code and shall not be subject to prosecution under the provisions of said section when the violation is created solely as a result of his or her relationship with the bank or public utility. This member must recuse himself or herself from board participation regarding the conflicting issue as provided for in section five [§ 7-12-5] of this article. (1963, c. 29; 1986, c. 58; 1995, c. 111.)

§ 7-12-5. Compensation of members; expenses; recusal of member from voting where conflict of interest involved.

(a) No member of the authority shall receive any compensation, whether in formal salary, per diem allowance or otherwise, in connection with his or her services as such member. Each member shall, however, be entitled to reimbursement by the authority for any necessary expenditures in connection with the performance of his or her general duties as such member.

(b) Whenever a person associated with a public utility or bank as set out in section four [§ 7-12-4] of this article has a conflict of interest between the board and that public utility or bank, then he or she must recuse himself or herself from any vote, discussion or other activity associated with the board or its members that creates the conflict of interest. (1963, c. 29; 1988, c. 29; 1995, c. 111.)

§ 7-12-6. Authority to be a public corporation.

The authority and the members thereof shall constitute and be a public corporation under the name provided for in section one [§ 7-12-1], and as such shall have perpetual succession, may contract and be contracted with, sue and be sued, plead and be pleaded, and have and use a common seal. (1963, c. 29.)

§ 7-12-7. Powers generally.

The development authority is hereby given power and authority as follows: (1) To make and adopt all necessary bylaws and rules for its organization and operations not inconsistent with laws; (2) to elect its own officers, to appoint committees and to employ and fix compensation for personnel necessary for its operation; (3) to enter into contracts with any person, agency, governmental department, firm or corporation, including both public and private corporations, and generally to do any and all things necessary or convenient for the purpose of promoting, developing and advancing the business prosperity and economic welfare of the county in which it is intended to operate, its citizens and industrial complex, including, without limiting any of the foregoing, the construction of any building or structure for lease to the federal government or any of its agencies or departments, and in connection therewith to prepare and submit bids and negotiate with the federal government or such agencies or departments in accordance with plans and specifications and in the manner and on the terms and conditions and subject to any requirements, regulations, rules and laws of the United States of America for the construction of said buildings or structures and the leasing thereof to the federal government or

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such agencies or departments; (4) to amend or supplement any contracts or leases or to enter into new, additional or further contracts or leases upon such terms and conditions, for such consideration and for such term of duration, with or without option of renewal, as may be agreed upon by the authority and such person, agency, governmental department, firm or corporation; (5) unless otherwise provided for in, and subject to the provisions of, such contracts, or leases, to operate, repair, manage, and maintain such buildings and structures and provide adequate insurance of all types, and in connection with the primary use thereof and incidental thereto to provide such services, such as barber shops, newsstands, drugstores and restaurants, and to effectuate such incidental purposes, grant leases, permits, concessions or other authorizations to any person or persons, upon such terms and conditions, for such consideration and for such term of duration as may be agreed upon by the authority and such person, agency, governmental department, firm or corporation; (6) to delegate any authority given to it by law to any of its officers, committees, agents or employees; (7) to apply for, receive and use grants-in-aid, donations and contributions from any source or sources, and to accept and use bequests, devises, gifts and donations from any person, firm or corporation; (8) to acquire real property by gift, purchase, or construction, or in any other lawful manner, and hold title thereto in its own name and to sell, lease or otherwise dispose of all or part of such real property which it may own, either by contract or at public auction, upon the approval by the board of directors of the development authority; (9) to purchase or otherwise acquire, own, hold, sell, lease and dispose of all or part of any personal property which it may own, either by contract or at public auction; (10) pursuant to a determination by the board that there exists a continuing need for programs to alleviate and prevent unemployment within the county in which the authority is intended to operate or aid in the rehabilitation of areas in said county which are underdeveloped, decaying or otherwise economically depressed, and that moneys or funds of the authority are necessary therefor, to borrow money and execute and deliver the authority's negotiable notes, mortgage bonds, other bonds, debentures, and other evidences of indebtedness therefor, on such terms as the authority shall determine, and give such security therefor as shall be requisite, including giving a mortgage or deed of trust on its real or personal property and facilities in connection with the issuance of mortgage bonds; (11) to raise funds by the issuance and sale of revenue bonds in the manner provided by the applicable provisions of article sixteen [§§ 8-16-1 et seq.], chapter eight of this code, it being hereby expressly provided that a development authority created under this article is a "governing body" within the definition of that term as used in said article sixteen, chapter eight of this code; and (12) to expend its funds in the execution of the powers and authority herein given, which expenditures, by the means authorized herein, are hereby determined and declared as a matter of legislative finding to be for a public purpose and use, in the public interest, and for the general welfare of the people of West Virginia, to alleviate and prevent economic deterioration and to relieve the existing critical condition of unemployment existing within the state.

The amendment of this section enacted in the year one thousand nine hundred ninety-eight, is intended to clarify the intent of the Legislature as to

the manner in which an authority may sell, lease or otherwise dispose of real and personal property owned by an authority, and shall be retroactive to the date of the prior enactment of this section. (1963, c. 29; 1972, c. 25; 1998, c. 105.)

W. Va. Law Review. — Michael, "Agricultural Land Preservation by Local Government," 84 W. Va. L. Rev. 961 (1982).

§ 7-12-7a. Findings respecting necessity for exercise of right of eminent domain; authorization to exercise right of eminent domain.

(a) It is hereby found and determined by the legislature that in fulfilling their prescribed purposes and exercising their powers, including the purpose of promoting, developing and advancing the business prosperity and economic welfare of the county for which created by acquiring lands and other real property to be furnished by lease, sale or other disposition as industrial sites, county development authorities are performing essential public purposes; that the performance of such essential public purposes are frequently impeded, unduly delayed, or wholly frustrated by imperfections in the title to essential land and other real properties, by lost heirs or widely scattered owners of undivided interests in essential lands and other real properties and by owners of relatively small but essential parcels of a proposed land development site who refuse to sell their land or other real property to the county; and, that the exercise by county development authorities of the right of eminent domain within the limitations herein provided is therefore necessary and appropriate to achieve the said public purposes of county development authorities.

(b) Any county development authority heretofore or hereafter created by a county commission pursuant to the authority of this article is hereby authorized and empowered to exercise the right of eminent domain if an order of such county commission authorizing exercise of the right of eminent domain as to any proposed acquisition is first made and entered and at least three fourths of the entire tract has either been purchased, optioned, or is under contract to be purchased: Provided, That prior to the issuance of the order by the county commission, it shall hold a public hearing on the public necessity of the exercise of eminent domain and shall cause a Class II legal advertisement to be published in accordance with the provisions of section two [§ 59-3-2], article three, chapter fifty-nine, prior to the hearing: Provided, however, That a separate hearing must be held and a separate order promulgated for each parcel over which the authority wishes to exercise the power of eminent domain: Provided further, That the right of eminent domain shall not be exercised to acquire real property which exceeds one fourth of any land development site proposed by the county development authority, and the aforesaid order of a county commission shall specifically state the anticipated size of the entire site with respect to which the exercise by a county development authority of the right of eminent domain is authorized. (1978, c. 23.)

§ 7-12-8. Incurring indebtedness; rights of creditors.

The authority may incur any proper indebtedness and issue any obligations and give any security therefor which it may deem necessary or advisable in connection with carrying out its purposes as hereinbefore mentioned. No statutory limitation with respect to the nature, or amount, interest rate or duration of indebtedness which may be incurred by municipalities or other public bodies shall apply to indebtedness of the authority. No indebtedness of any nature of the authority shall constitute an indebtedness of the governing body of the municipality or county commission of the municipality or county in which the commission is intended to operate or any municipality situated therein, or a charge against any property of said county commission, municipalities, or other appointing agencies. The rights of creditors of the authority shall be solely against the authority as a corporate body and shall be satisfied only out of property held by it in its corporate capacity. (1963, c. 29; 1972, c. 25; 1986, c. 58.)

§ 7-12-9. Agreements in connection with obtaining funds.

The authority may, in connection with obtaining funds for its purposes, enter into any agreement with any person, firm or corporation, including the federal government; or any agency or subdivision thereof, containing such provisions, covenants, terms and conditions as the authority may deem advisable. (1963, c. 29.)

§ 7-12-9a. Joint undertakings by county development authorities.

(a) The Legislature hereby finds and declares that the citizens of the state would benefit from coordinated economic development efforts and that to encourage cooperation and coordination, county economic development authorities should share in the tax revenues derived from joint programs regardless of the county in which they are located.

(b) Any three or more county development authorities may contract to share expenses for and revenues derived from joint economic development projects within their respective geographic territories. Notwithstanding any other section of the code to the contrary, county development authorities may contract to distribute on a pro rata basis proceeds derived from joint economic development projects.

(c) Each county development authority participating in a joint economic development project contract must contribute at least fifteen thousand dollars in cash to the project.

(d) In the event that a county development authority desires to withdraw from participation, then the remaining participants may jointly choose a successor. No withdrawing county development authority shall be entitled to the return of any money or property advanced to the project, unless specifically provided for in the contract.

(e) In the event that a joint economic development project is terminated, all funds, property and other assets shall be returned to the county development

authorities in the same proportion as contributions of funds, property and other assets were made by the county development authorities.

(f) A grant, which may not exceed one hundred thousand dollars, may be made by the West Virginia development office to any county economic development authority which enters into such contracts. (2001, c. 75.)

§ 7-12-10. Property, bonds and obligations of authority exempt from taxation.

The authority shall be exempt from the payment of any taxes or fees to the State or any subdivision thereof or to any officer or employee of the State or other subdivision thereof. The property of the authority shall be exempt from all local and municipal taxes. Bonds, notes, debentures and other evidence of indebtedness of the authority are declared to be issued for a public purpose and to be public instrumentalities, and shall be exempt from taxes. (1963, c. 29.)

§ 7-12-11. Participation and appropriations authorized; transfers and conveyances of property.

The governing body of a municipality and county commission are hereby authorized and empowered to appoint members of the said authority and the county commission and any municipality therein, or any one or more of them, jointly and severally, are hereby authorized and empowered to contribute by appropriation from their respective general funds not otherwise appropriated to the cost of the operation and projects of the authority.

The county commission of the county or municipal corporations therein are hereby authorized and empowered to transfer and convey to the said authority property of any kind acquired by said county commission or municipal corporation for or adaptable to use in industrial, economic and recreational development, such transfers or conveyances to be without consideration or for such price and upon such terms and conditions as the said county commission or municipal corporation deems proper. (1963, c. 29; 1979, c. 25; 1986, c. 58.)

W. Va. Law Review. — Michael, "Agricultural Land Preservation by Local Government," 84 W. Va. L. Rev. 961 (1982).

Recreational park cannot be converted into industrial park. — The county court (now county commission) of Kanawha county may not convert Coonskin Recreational Park into an industrial park. 50 Op. Att'y Gen. 297 (1963).

Grant county development authority. — The county court (now county commission) of Grant county may transfer real estate to the Grant county development authority without consideration, pursuant to this section. Op. Att'y Gen., April 10, 1974.

funds, property and priorities. (1963, c. 75.)

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velopment authority. — ow county commission) of ransfer real estate to the pment authority without ant to this section. Op. 1974.

§ 7-12-12. Contributions by county commissions, municipalities and others; funds and accounts; reports; audit and examination of books, records and accounts.

Contributions may be made to the authority from time to time by the county commission of the county or any municipal corporation therein, and by any persons, firms or corporations which shall desire to do so. All such funds and all other funds received by the authority shall be deposited in such bank or banks as the authority may direct and shall be withdrawn therefrom in such manner as the authority may direct. The authority shall keep strict account of all its receipts and expenditures and shall each quarter make a quarterly report to the county commission and municipalities containing an itemized statement of its receipts and disbursements during the preceding quarter. Within sixty days after the end of each fiscal year, the authority shall make an annual report containing an itemized statement of its receipts and disbursements for the preceding year, and such annual report shall be published as a Class I legal advertisement in compliance with the provisions of article three [§§ 59-3-1 et seq.], chapter fifty-nine of this code, and the publication area for such publication shall be the county in which the development authority is located. The books, records and accounts of the authority shall be subject to audit and examination by the office of the state tax commissioner of West Virginia and by any other proper public official or body in the manner provided by law. (1963, c. 29; 1967, c. 105; 1986, c. 58.)

§ 7-12-13. Sale or lease of property; reversion of assets upon dissolution.

In the event the board of the authority shall so determine, the authority may lease or sell all of its property and equipment, either by contract or at public auction, on such terms and conditions as the authority may fix and determine. Upon the dissolution of the authority, all of its assets and property shall revert to and become the property of the county or municipality for which said authority was created.

The amendment of this section in the year one thousand nine hundred ninety-eight, is intended to clarify the intent of the Legislature as to the manner in which an authority may sell, lease or otherwise dispose of real and personal property owned by an authority, and shall be retroactive to the date of the prior enactment of this section. (1963, c. 29; 1986, c. 58; 1998, c. 105.)

§ 7-12-14. Employees to be covered by workers' compensation.

All employees of the authority eligible thereto are deemed to be within the Workers' Compensation Act of West Virginia, and premiums on their compensation shall be paid by the authority as required by law. (1963, c. 29; 1986, c. 58.)

Cross references. — Workers' Compensation Act, §§ 23-1-1 et seq.

§ 7-12-15. Liberal construction of article.

It is the purpose of this article to provide for promotion, development and advancement of the business prosperity and economic welfare of the municipality or county, its citizens and its industrial complex, and this article shall be liberally construed as giving to the authority full and complete power reasonably required to give effect to the purposes hereof. (1963, c. 29; 1986, c. 58.)

§ 7-12-16. Provisions severable.

The several sections and provisions of this article are severable, and if any section or provisions hereof shall be held unconstitutional, all the remaining sections and provisions of this article shall nevertheless remain valid. (1963, c. 29.)

ARTICLE 12A.

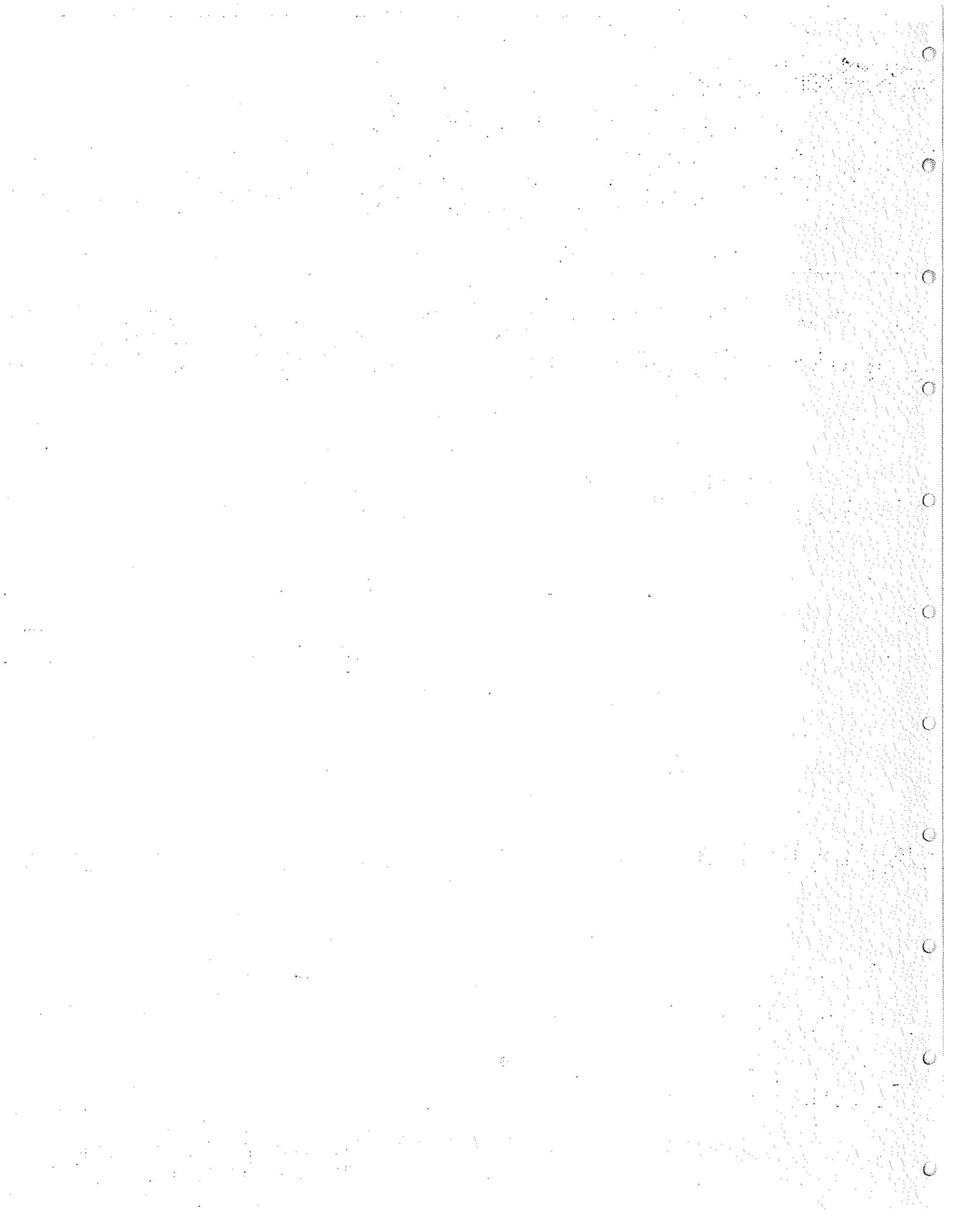
MAINTENANCE ASSOCIATIONS.

Sec.		Sec.	
7-12A-1.	Definitions.		document; approval of recording of maintenance association documents.
7-12A-2.	Purpose of the maintenance association.		
7-12A-3.	Petition to establish maintenance association.	7-12A-5.	Powers of maintenance associations.
7-12A-4.	Contents of maintenance association	7-12A-6.	Assessment and collection of fees; notice.

§ 7-12A-1. Definitions.

In this article the following terms shall have the meanings ascribed to them:

- (1) "Expressway" means a road that serves major intrastate and interstate travel, including federal interstate routes.
- (2) "Feeder" means a road that serves community to community travel or collects and feeds traffic to the higher systems or both.
- (3) "Maintenance association" means an association established pursuant to the requirements of this article.
- (4) "Maintenance association member" means any person owning residential property that fronts on either side of a road which is designated by a maintenance association document.
- (5) "Maintenance association documents" means documents approved by the county commission as meeting the requirements of this article and filed with the clerk of the county commission.
- (6) "Park and forest road" means a road that serves travel within state parks, state forests and public hunting and fishing areas.
- (7) "Public roads" means all roads and bridges under the control of the county commission or the governing body of a municipality.
- (8) "State local service road" means localized arterial and spur roads which provide land access and socioeconomic benefits to abutting properties.



COPY

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THIS IS NOT A BILL.

YOUR POLICY IS DIRECTLY BILLED. IF THIS IS A POLICY CHANGE, THE ADDITIONAL OR RETURN PREMIUM WILL BE SHOWN ON FUTURE INSTALLMENT BILLINGS. IF ALL INSTALLMENTS HAVE BEEN BILLED, THE PREMIUM CHANGE WILL BE BILLED OR CREDITED PROMPTLY. A BILL WILL BE SENT TO: THE INSURED

SEP 07 2004

Company: ST. PAUL FIRE AND MARINE INSURANCE COMPANY

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N
S KANAWHA COUNTY COMMISSION
U P.O. BOX 3627
R CHARLESTON WV 25336
E
D

Policy Inception/Effective Date: 07/01/04
Policy Number: GP06301643
Agency Number: 4701292

Transaction Type:
RENEWAL OF POLICY
Transaction number: 001
Processing Date: 07/26/04

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G ACORIDA OF WEST VIRGINIA
E P.O. BOX 1551
N CHARLESTON WV 25326
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Policy Number	Description	Amount	Surtax/ Surcharge
GP06301643	RENEWAL PREMIUM	\$618,389.00	
GP06301643	WEST VIRGINIA FIRE AND CASUALTY SURCHRG		\$6,009.14

THIS PREMIUM IS SHOWN DOES NOT INCLUDE A PREMIUM PAYMENT PLAN SERVICE CHARGE. IF YOU SELECTED A PREMIUM PAYMENT PLAN YOUR PAYMENT SCHEDULE/BILL WILL SHOW THIS CHARGE.

THIS POLICY IS ON A FOUR PAY PAYMENT PLAN. A PAYMENT SCHEDULE/BILL WILL FOLLOW SHORTLY.

Premium	Comm. Rate	Surtax/ Surcharge
\$618,389.00	15.0% 0.0%	\$6,009.14

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