GREATER HARRISON COUNTY
PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

Closing Date: July 26, 2003

BOND TRANSCRIPT

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BOND TRANSCRIPT

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GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM) AND SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND)

BOND RESOLUTION

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GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE REFUNDING OF THE OUTSTANDING SEWERAGE SYSTEM DESIGN NOTES, SERIES 2000 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,981,165 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), AND $4,130,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A, Chapter 22C, Article 2 and

Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. Greater Harrison County Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Harrison County of said State.

B. The Issuer presently owns and operates a public sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed improvements and extensions to the existing public sewerage system of the Issuer, consisting of extending sewer services in the Good Hope area of Harrison County to approximately 161 new residential customers; in the area of U.S. Route 19, south of Clarksburg, in Harrison County to provide service to 49 new residential customers and to S&S Landfill; in the area of Lost Creek north to the Hastings Run Road in Harrison County to provide service to 65 new residential customers; to provide for major improvements to the District's existing wastewater treatment plant in West Milford, Harrison County; to extend sewer service in the area of U.S. Route 19, north from S&S Landfill to Meadowview Apartments, in Harrison County, to provide sewer service to 2 new residential customers and one new commercial customer, Meadowview Apartments; to extend sewer service north of Lost Creek, from the Hastings Run Road to I-79, in Harrison County, to provide service to 51 new residential customers; and providing for a sanitary sewer extension to Laurel Lea Subdivision in Harrison County to provide service to 33 new residential customers, together with all appurtenant facilities (collectively, the "Project"), which constitute properties for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes (the existing public sewer facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Water Pollution Control Revolving Fund and the West Virginia Infrastructure Fund pursuant to the Act.

D. The Issuer has heretofore issued its Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund), dated July 27, 2000, issued in the original principal amount of $200,000 (the "Prior Notes"), to temporarily finance a portion of the costs of design of the Project. The Prior Notes are secured by a first lien on the proceeds of any revenue bonds, refunding bonds or other obligations of the Issuer, issued subsequent to the issuance of the Prior Notes. The Issuer hereby determines that it is in its best interest to

pay the entire outstanding principal of, all interest accrued on, if any, and the administrative fee for, if any, the Prior Notes in full with proceeds of the Series 2003 B Bonds on the date of issuance thereof.

E. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds in the total aggregate principal amount of $6,111,165, in two series (collectively, the "Series 2003 Bonds"), being the Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), in the aggregate principal amount of $1,981,165 (the "Series 2003 A Bonds"), and the Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), in the aggregate principal amount of $4,130,000 (the "Series 2003 B Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project and to pay in full the Prior Notes. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2003 Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, including the SRF Administrative Fee (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2003 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 2003 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

F. The period of usefulness of the System after completion of the Project is not less than 40 years.

G. It is in the best interests of the Issuer that its Series 2003 A Bonds be sold to the Authority pursuant to the terms and provisions of a bond purchase agreement by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and its Series 2003 B Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), both agreements in form satisfactory to the respective parties (collectively, the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

H. Following the refunding of the Prior Notes, there are outstanding obligations of the Issuer (those issued under its prior name, Grant-Union Public Service District and those assumed from merging with Mount Clare Road Public Service District, hereinafter collectively, the "Prior Bonds") which are designated and have the lien positions with respect to the Net Revenues of the merged sewerage system of the Issuer as follows:

Designation	Lien Position
(1) Grant-Union Public Service District Sewer Revenue Bonds, Series 1986 A (West Virginia Water Development Authority), dated November 6, 1986, issued in the original aggregate principal amount of $1,758,771 (the "Series 1986 A Bonds").	First Lien
(2) Grant-Union Public Service District Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated April 6, 1990, issued in the original aggregate principal amount of $285,908 (the "Series 1990 A Bonds").	First Lien
(3) Mount Clare Road Public Service District Sewer Revenue Bonds, Series 1995 (United States Department of Agriculture), dated April 18, 1995, issued in the original aggregate principal amount of $432,000 (the "Series 1995 Bonds").	First Lien
(4) Grant-Union Public Service District Sewer Revenue Bonds, Series 1986 B (West Virginia Water Development Authority), dated November 6, 1986, issued in the original aggregate principal amount of $431,387 (the "Series 1986 B Bonds").	Second Lien
(5) Grant-Union Public Service District Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated April 6, 1990, issued in the original aggregate principal amount of $13,342 (the "Series 1990 B Bonds").	Second Lien

The Series 1986 A Bonds, Series 1990 A Bonds and the Series 1995 Bonds are hereinafter collectively called the "First Lien Bonds." The Series 1986 B Bonds and the Series 1990 B Bonds are hereinafter called the "Second Lien Bonds." The First Lien Bonds are secured by a first lien on and a pledge of the Net Revenues of the System, on a parity with each other, which lien and pledge are senior and prior to the lien on the Net Revenues of the System of the Second Lien Bonds. The First Lien Bonds and Second Lien Bonds are sometimes hereinafter collectively referred to as the "Prior Bonds."

The Series 2003 Bonds shall be issued on a parity with the First Lien Bonds with respect to liens, pledge and source of and security for payment and in all respects. Prior to the issuance of the Series 2003 Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the First Lien Bonds are met, (ii) the written consent of certain of the Holders of the First Lien Bonds to the issuance of the Series 2003 Bonds on a parity with the First Lien Bonds, and (iii) the written consent of the Holders of the Second Lien Bonds to the issuance of the Series 2003 Bonds senior and prior to the Second Lien Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

I. The estimated revenues to be derived in each year following completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest, if any, on the Series 2003 Bonds and the Prior Bonds, and to make payments into all funds and accounts and other payments provided for herein.

J. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System, the refunding of the Prior Notes and issuance of the Series 2003 Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2003 Bonds or such final order will not be subject to appeal or rehearing.

K. The Project has been reviewed and determined to be technically and financially feasible by the Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2003 Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2003 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 16, Article 13A, Chapter 22C, Article 2 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2003 Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the DEP and the Council under the Act.

"Authorized Officer" means the Chairman of the Governing Body of the Issuer or any temporary Chairman duly selected by the Governing Body.

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

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

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

"Bonds" means, collectively, the Series 2003 Bonds, the Prior Bonds and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

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

"Chairman" means the Chairman of the Governing Body of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2003 Bonds for all or a portion of the proceeds of the Series 2003 Bonds from the Authority.

"Code" means the Internal Revenue Code of 1986, as amended, and the Regulations.

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

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

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

"Council" means the West Virginia Infrastructure and Jobs Development Council or any other agency of the State of West Virginia that succeeds to the functions of the Council.

"DEP" means the West Virginia Department of Environmental Protection or any other agency, board or department of the State that succeeds to the functions of the DEP.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

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

"First Lien Bonds" means, collectively, the Series 1986 A, the Series 1990 A Bonds and the Series 1995 Bonds.

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

"Governing Body" or "Board" means the public service board of the Issuer, as it may now or hereafter be constituted.

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

"Grants" means all monies received by the Issuer on account of any Grant for the Project.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

"Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Investment Property" means:

(A) any security (within the meaning of Section 165(g)(2)(A) or (B) of the Code),

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

(E) in the case of a bond other than a private activity bond, any residential rental property for family units which is not located within the jurisdiction of the

Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan.

Except as provided in the following sentence, the term "Investment Property" does not include any tax-exempt bond. With respect to an issue other than an issue a part of which is a specified private activity bond (as defined in section 57(a)(5)(C) of the Code), the term "Investment Property" includes a specified private activity bond (as so defined).

"Issuer" means Greater Harrison County Public Service District, formerly Grant-Union Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means, collectively, the Bond Purchase Agreement heretofore entered, or to be entered, into by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2003 A Bonds from the Issuer by the Authority, and the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2003 B Bonds from the Issuer by the Authority, the forms of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Net Proceeds" means the face amount of the Series 2003 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2003 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property as defined in Section 148(b) of the Code, that is not a purpose investment.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided,

that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

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

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the Commission or other entity designated as such for the Series 2003 Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the First Lien Bonds and the Second Lien Bonds.

"Prior Notes" means the Issuer's Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund), as described in Section 1.02D hereof.

"Prior Resolutions" means, collectively, the Resolutions authorizing the Prior Bonds.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account.

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

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

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from

Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Investment Management Board pursuant to Chapter 12, Article 6 of the West Virginia Code of 1931, as amended; and

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Registrar" means the Bond Registrar.

"Regulations" means temporary and permanent regulations promulgated under the Code or any predecessor to the Code.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund continued by the Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2003 Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2003 Bonds and the Prior Bonds.

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

"Secretary" means the Secretary of the Governing Body of the Issuer.

"Series 1986 A Bonds" means the Issuer's Sewer Revenue Bonds, Series 1986 A (West Virginia Water Development Authority), dated November 6, 1986, issued in the original aggregate principal amount of $1,758,771, under its prior name Grant-Union Public Service District.

"Series 1986 B Bonds" means the Issuer's Sewer Revenue Bonds, Series 1986 B (West Virginia Water Development Authority), dated November 6, 1986, issued in the original aggregate principal amount of $431,387, under its prior name Grant-Union Public Service District.

"Series 1990 A Bonds" means the Issuer's Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated April 6, 1990, issued in the original aggregate principal amount of $285,908, under its prior name Grant-Union Public Service District.

"Series 1990 B Bonds" means the Issuer's Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated April 6, 1990, issued in the original aggregate principal amount of $13,342, under its prior name Grant-Union Public Service District.

"Series 1995 Bonds" means the Issuer's Sewer Revenue Bonds, Series 1995 (United States Department of Agriculture), dated April 18, 1995, issued in the original aggregate principal amount of $432,000, assumed as a result of a merger with Mount Clare Road Public Service District.

"Series 2003 Bonds" means, collectively, the Series 2003 A Bonds and the Series 2003 B Bonds.

"Series 2003 A Bonds" means the Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), of the Issuer, authorized by this Resolution.

"Series 2003 A Bonds Construction Trust Fund" means the Series 2003 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2003 A Bonds Reserve Account" means the Series 2003 A Bonds Reserve Account established in the Series 2003 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2003 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2003 A Bonds in the then current or any succeeding year.

"Series 2003 A Bonds Sinking Fund" means the Series 2003 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2003 B Bonds" means the Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

"Series 2003 B Bonds Construction Trust Fund" means the Series 2003 B Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2003 B Bonds Reserve Account" means the Series 2003 B Bonds Reserve Account established in the Series 2003 B Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2003 B Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2003 B Bonds in the then current or any succeeding year.

"Series 2003 B Bonds Sinking Fund" means the Series 2003 B Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2003 Bonds and the Prior Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Loan Agreement for the Series 2003 A Bonds.

"SRF Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

"SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2003 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2003 Bonds, and not so included, may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Sinking Funds and the Reserve Accounts.

"System" means the complete properties of the Issuer for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, as presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, improvements and extensions thereto hereafter constructed or acquired for said system from any sources whatsoever.

"Tap Fees" means the fees, if any, paid by prospective customers of the System in order to connect thereto.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

Additional terms and phrases are defined in this Resolution as they are used. Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT AND REFUNDING OF PRIOR NOTES

Section 2.01. Authorization of Acquisition and Construction of the Project and Refunding of the Prior Notes. There is hereby authorized and ordered the refunding of the Prior Notes and the acquisition and construction of the Project, at an estimated cost of $7,886,165, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2003 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority, the DEP and the Council.

The cost of the Project is estimated to be $7,886,165, of which approximately $1,981,165 will be obtained from proceeds of the Series 2003 A Bonds, approximately $4,130,000 will be obtained from proceeds of the Series 2003 B Bonds, and approximately $1,775,000 will be obtained from a grant by the West Virginia Infrastructure Fund.

The cost of refunding the Prior Notes is estimated to be $206,000, which will be obtained from the proceeds of the Series 2003 B Bonds.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF LOAN AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2003 Bonds, funding the respective Reserve Accounts for the Series 2003 Bonds, refunding the Prior Notes, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2003 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2003 Bonds of the Issuer. The Series 2003 Bonds shall be issued in two series, each as a single bond, designated respectively as "Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program)," in the principal amount of $1,981,165, and "Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund)," in the principal amount of $4,130,000, and both shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2003 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalizing interest on the Series 2003 Bonds, if any, shall be deposited in or credited to the respective Bond Construction Trust Funds established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2003 Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2003 Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2003 Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2003 Bonds shall be issued in the form of a single bond for each series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of each series of the Series 2003 Bonds. The Series 2003 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal

installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall bear interest, if any, and shall be dated as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2003 Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2003 Bonds shall cease to be such officer of the Issuer before the Series 2003 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2003 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar for the Series 2003 Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2003 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2003 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 2003 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2003 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2003 Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2003 Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2003 Bonds or transferring the registered Series 2003 Bonds are exercised, all Series 2003 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2003 Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2003 Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2003 Bonds or, in the case of any proposed redemption of Series 2003 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 2003 Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2003 Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein

provided. No holder or holders of the Series 2003 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2003 Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 2003 A Bonds and the Series 2003 B Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the First Lien Bonds, which lien and pledge are senior and prior to the lien on the Net Revenues in favor of the Holders of the Second Lien Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2003 Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2003 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2003 Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2003 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 2003 Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2003 Bonds.

Section 3.10. Form of Bonds. The text of each series of the Series 2003 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2003 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2003 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on said EXHIBIT B.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2003.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the

Issuer (the "Project"); (ii) to fully fund the Series 2003 A Bonds Reserve Account and the Series 2003 B Bonds Reserve Account; and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2003, and a Supplemental Resolution duly adopted by the Issuer on _____, 2003 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1986 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,758,771 (THE "SERIES 1986 A BONDS"); (2) SEWER REVENUE BONDS, SERIES 1990 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $285,908 (THE "SERIES 1990 A BONDS"); (3) SEWER REVENUE BONDS, SERIES 1995 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED APRIL 18, 1995, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $432,000 (THE "SERIES 1995 BONDS"); AND (4) SEWER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 26, 2003, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,130,000 (COLLECTIVELY, THE "FIRST LIEN BONDS") AND SENIOR AND PRIOR TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1986 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $431,387 (THE "SERIES 1986 B BONDS") AND SEWER REVENUE BONDS, SERIES 1990 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $13,342 (THE "SERIES 1990 B BONDS") (COLLECTIVELY, THE "SECOND LIEN BONDS"). THE SERIES 1986 A BONDS, THE SERIES 1990 A BONDS, THE SERIES 1995 BONDS, THE SERIES 1986 B BONDS AND THE SERIES 1990 B BONDS ARE REFERRED TO AS THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2003 B Bonds

and the First Lien Bonds and senior and prior to the Second Lien Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2003 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2003 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Series 2003 B Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2003 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Series 2003 B Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created

and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

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

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated _____, 2003.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2003 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: _____, 2003.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

(FORM OF SERIES 2003 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
SEWER REVENUE BOND, SERIES 2003 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2003.

This Bond is issued (i) to pay in full the entire outstanding principal of, all interest accrued on, if any, and the administrative fee for the Issuer's Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund); (ii) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance of the

Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2003, and a Supplemental Resolution duly adopted by the Issuer on _____, 2003 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1986 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,758,771 (THE "SERIES 1986 A BONDS"); (2) SEWER REVENUE BONDS, SERIES 1990 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $285,908 (THE "SERIES 1990 A BONDS"); (3) SEWER REVENUE BONDS, SERIES 1995 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED APRIL 18, 1995, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $432,000 (THE "SERIES 1995 BONDS"); AND (4) SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 26, 2003, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,130,000 (COLLECTIVELY, THE "FIRST LIEN BONDS"); AND SENIOR AND PRIOR TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1986 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $431,387 (THE "SERIES 1986 B BONDS") AND SEWER REVENUE BONDS, SERIES 1990 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $13,342 (THE "SERIES 1990 B BONDS") (COLLECTIVELY, THE "SECOND LIEN BONDS"). THE SERIES 1986 A BONDS, THE SERIES 1990 A BONDS, THE SERIES 1995 BONDS, THE SERIES 1986 B BONDS AND THE SERIES 1990 B BONDS ARE REFERRED TO AS THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2003 A Bonds and the First Lien Bonds and senior and prior to the Second Lien Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2003 B

Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2003 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Series 2003 A Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2003 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Series 2003 A Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

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

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated _____, 2003.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2003 B 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: _____, 2003.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2003 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the respective Loan Agreements. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreements, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation.

Section 3.12. "Amended Schedule" Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority, the DEP and the Council a schedule, the forms of which will be provided by the DEP and the Council, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued) and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund (established by the Prior Resolutions);

(2) Renewal and Replacement Fund (established by the Prior Resolutions);

(3) Depreciation Reserve (established by the Prior Resolutions);

(4) Series 2003 A Bonds Construction Trust Fund; and

(5) Series 2003 B Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

(1) Series 2003 A Bonds Sinking Fund;

(2) Series 2003 A Bonds Reserve Account;

(3) Series 2003 B Bonds Sinking Fund; and

(4) Series 2003 B Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order of priority:

(1) The Issuer shall first, each month, pay from the monies in the Revenue Fund all current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission and the National Finance Office, as appropriate, the amounts required to pay interest on the First Lien Bonds, as required by the Prior Resolutions.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the Commission and the National Finance Office, as appropriate, the amounts required to pay principal of the First Lien Bonds, as required by the Prior Resolutions; (ii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2003 A Bonds, for deposit in the Series 2003 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2003 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2003 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date; and (iii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2003 B Bonds, for deposit in the Series 2003 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2003 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2003 B Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the Commission and the Depository Bank, as appropriate, the amounts required by

the Prior Resolutions for deposit in the respective Reserve Accounts for the First Lien Bonds; (ii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2003 A Bonds, if not fully funded upon issuance of the Series 2003 A Bonds, for deposit in the Series 2003 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2003 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2003 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2003 A Bonds Reserve Requirement; and (iii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2003 B Bonds, if not fully funded upon issuance of the Series 2003 B Bonds, for deposit in the Series 2003 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2003 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2003 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2003 B Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank (i) for deposit in the Depreciation Reserve, the amount required by the Prior Resolutions; and (ii) for deposit in the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month (as previously set forth in the Prior Resolutions and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission the amounts required to pay principal of the Second Lien Bonds, as required by the Prior Resolutions.

(7) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission the amounts required by the Prior Resolutions for deposit in the respective Reserve Accounts for the Second Lien Bonds.

Monies in the Series 2003 A Bonds Sinking Fund and the Series 2003 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2003 A Bonds and the Series 2003 B Bonds, respectively, as the same shall become due. Monies in the Series 2003 A Bonds Reserve Account and the Series 2003 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2003 A Bonds and the Series 2003 B Bonds, respectively, as the same shall come due, when other monies in the Series 2003 A Bonds Sinking Fund and the Series 2003 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2003 A Bonds Sinking Fund, the Series 2003 A Bonds Reserve Account, the Series 2003 B Bonds Sinking Fund and the Series 2003 B Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the respective Bond Construction Trust Funds, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2003 A Bonds and the Series 2003 B Bonds, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2003 A Bonds Reserve Account or the Series 2003 B Bonds Reserve Account which result in a reduction in the balance therein to below the respective Reserve Requirements shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2003 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 in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2003 A Bonds Sinking Fund, the Series 2003 A Bonds Reserve Account, the Series 2003 B Bonds Sinking Fund or the Series 2003 B Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2003 A Bonds and the Series 2003 B Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2003 Bonds and the First Lien Bonds and senior and prior to the Second Lien Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2003 A Bonds Sinking Fund, the Series 2003 A Bonds Reserve Account, the Series 2003 B Bonds Sinking Fund and the Series 2003 B 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. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2003 A Bonds Sinking Fund, the Series 2003 A Bonds Reserve Account, the Series 2003 B Bonds Sinking Fund and the Series 2003 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2003 A Bonds Sinking Fund, the Series 2003 A Bonds Reserve Account, the Series 2003 B Bonds Sinking Fund and the Series 2003 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2003 A Bonds and the Series 2003 B Bonds, respectively, under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve account payments with respect to the Series 2003 Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall also on the first day of each month (if the first day is not a business day, then the

first business day of each month) deposit with the Commission the SRF Administrative Fee as set forth in the Schedule Y attached to the Loan Agreement for the Series 2003 A Bonds.

C. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the Loan Agreement, and submit a copy of said form along with a copy of its payment check to the Authority by the 5th day of such calendar month.

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

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

F. The monies in excess of the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

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

H. The Gross Revenues of the System shall only be used for purposes of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2003 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2003 A Bonds, there shall first be deposited with the Commission in the Series 2003 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2003 A Bonds for the period commencing on the date of issuance of the Series 2003 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. From the proceeds of the Series 2003 B Bonds, there shall first be deposited with the Commission in the Series 2003 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2003 B Bonds for the period commencing on the date of issuance of the Series 2003 B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

C. Next, from the proceeds of the Series 2003 A Bonds, there shall be deposited with the Commission in the Series 2003 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2003 A Bonds Reserve Account.

D. Next, from the proceeds of the Series 2003 B Bonds, there shall be deposited with the Commission in the Series 2003 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2003 B Bonds Reserve Account.

E. Next, from the proceeds of the Series 2003 B Bonds, there shall be paid to the Holders of the Prior Notes the entire outstanding principal of, all accrued interest on and the administrative fee for the Prior Notes.

F. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2003 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2003 A Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2003 A Bonds.

G. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2003 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2003 B Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2003 B Bonds.

H. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2003 A Bonds shall be applied as directed by the DEP and any remaining proceeds of the Series 2003 B Bonds shall be applied as directed by the Council.

Section 6.02. Disbursements From the Bond Construction Trust Fund. A. On or before the Closing Date, the Issuer shall have delivered to the DEP and the Authority a report listing the specific purposes for which the proceeds of the Series 2003 A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2003 A Bonds Construction Trust Fund shall be made only after submission to and approval from the DEP, of the following:

(1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement for the Series 2003 A Bonds, in compliance with the construction schedule, and

(2) a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

(a) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;

(b) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

(c) Each of such costs has been otherwise properly incurred; and

(d) Payment for each of the items proposed is then due and owing.

B. The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2003 B Bonds Construction Trust Fund shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

(a) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;

(b) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

(c) Each of such costs has been otherwise properly incurred; and

(d) Payment for each of the items proposed is then due and owing.

The Issuer shall expend all proceeds of the Series 2003 B Bonds within 3 years of the date of issuance of the Council's bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, monies in the respective Bond Construction Trust Funds shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2003 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 2003 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The payment of the debt service of the Series 2003 A Bonds and the Series 2003 B Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the First Lien Bonds, which lien and pledge are senior and prior to the lien on the Net Revenues in favor of the Holders of the Second Lien Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2003 Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Bonds. The payment of the debt service of the Series 2003 A Bonds and the Series 2003 B Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System on a parity with the lien on such Net Revenues in favor of the Holders of the First Lien Bonds, which lien and pledge are senior and prior to the lien on the Net Revenues in favor of the Holders of the Second Lien Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2003 Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges , with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Final Order of the Public Service Commission of West Virginia entered November 5, 2002, in Case No. 01-0163-PSD-CN, and such rates are hereby adopted.

So long as the Series 2003 Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2003 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2003 Bonds and the Prior Bonds are outstanding and except as otherwise required by law or with the written consent of the DEP, the Authority and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2003 Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the DEP, the Authority and the Council, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2003 Bonds. Any balance remaining after the payment of the Series 2003 Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize

such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2003 Bonds. All obligations issued by the Issuer after the issuance of the Series 2003 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2003 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 2003 Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2003 Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the DEP, the Authority and the Council prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Resolution shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2003 Bonds pursuant to this Bond Legislation, without

the prior written consent of the Authority, the DEP and the Council and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2003 Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

So long as the Series 1995 Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

(1) The Bonds Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds than proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Series 1995 Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the Series 1995 Bonds are no longer outstanding, the following parity requirement shall be met:

No Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the Issuer and approved by the Public Service Commission of West Virginia, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2003 Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2003 Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to

the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the Issuer then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the DEP, the Authority and the Council, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the DEP, the Authority and the Council such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the DEP, the Authority and the Council, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the DEP, the Council, the Authority, or any other original purchaser of the Series 2003 Bonds, and shall mail in each year to any Holder or Holders of the Series 2003 Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation, and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2003 Bonds, and shall submit said report to the DEP, the Council and the Authority, or any other original purchaser of the Series 2003 Bonds. Such audit report submitted to the DEP, the Authority and the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

The Issuer shall permit the DEP, the Authority and the Council, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Issuer shall also provide the Authority and the Council, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the DEP, the Authority and the Council with respect to the System pursuant to the Act.

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in EXHIBIT E of the Loan Agreement for the Series 2003 A Bonds or as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2003 Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2003 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2003 Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2003 A Bonds Reserve Account, the Series 2003 B Bonds Reserve Account and the reserve accounts for obligations on a parity with or junior to the Series 2003 Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2003 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2003 Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the DEP, the Authority and the Council within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the DEP, the

Authority and the Council and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the DEP, the Authority and the Council and to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the respective Loan Agreements, and forward a copy of such report to the DEP, the Authority and the Council by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the DEP, the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the DEP, the Authority and the Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the DEP, the Authority and the Council covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the DEP, the Authority, the Council and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the Loan Agreement for the Series 2003 A Bonds as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed. The Issuer shall at all times provide operation and maintenance of the System in compliance with all State and federal standards.

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Loan Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the water system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the water facilities are not owned by the Issuer, the Issuer shall enter into a termination agreement with the water provider, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 7.14. No Free Services. Except as required by law, the Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency,

instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

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

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than $1,981,165 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

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

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

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The Issuer shall verify such bonds prior to commencement of construction.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority and the DEP and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after

a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 7.17. Completion and Operation of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2003 Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2003 Bonds during the term thereof is, under the terms of the Series 2003 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2003 Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2003 Bonds during the term thereof is, under the terms of the Series 2003 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2003 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2003 Bonds are for the purpose of financing more than one project,

a portion of the Project, and shall not exceed the proceeds used for the governmental use of the portion of the Project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 2003 Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2003 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will timely file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2003 Bonds and the interest thereon including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2003 Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2003 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2003 Bonds and shall be on a parity with the First Lien Bonds and senior and prior to the Second Lien Bonds.

Section 7.20. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP and the Council with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the DEP, the Authority, the Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2003 Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the DEP and the Council for written approval. The Issuer shall obtain the written approval of the DEP and the Council before expending any proceeds of the Series 2003 Bonds held in "contingency" as set forth in the respective schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the DEP and the Council before expending any proceeds of the Series 2003 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the DEP, the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any ground breaking or dedication of the Project.

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2003 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2003 Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2003 Bonds as a condition to issuance of the Series 2003 Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2003 Bonds as may be necessary in order to maintain the status of the Series 2003 Bonds as public purpose bonds; (ii) that it shall not

take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2003 Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority, the Council or the DEP, as the case may be, from which the proceeds of the Series 2003 Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority, the Council or the DEP, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2003 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2003 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2003 Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2003 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2003 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond;

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

(4) If default occurs with the Prior Bonds.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2003 Bonds shall be on a parity with the Holders of the First Lien Bonds and senior to the Second Lien Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after

commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond

Legislation, and the title to and ownership of the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2003 Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2003 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2003 Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2003 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2003 Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2003 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2003 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2003 Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2003 Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2003 Bonds.

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

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Resolution

and the Prior Resolutions, the Prior Resolutions shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Public Notice of Proposed Financing. Prior to making formal application to the Public Service Commission of West Virginia for a Certificate of Public Convenience and Necessity and adoption of this Resolution, the Secretary of the Governing Body shall have caused to be published in a newspaper of general circulation in each municipality in Greater Harrison County Public Service District and within the boundaries of the District, a Class II legal advertisement stating:

(a) The maximum amount of the Series 2003 Bonds to be issued;

(b) The maximum interest rate and terms of the Series 2003 Bonds authorized hereby;

(c) The public service properties to be acquired or constructed and the cost of the same;

(d) The maximum anticipated rates which will be charged by the Issuer; and

(e) The date that the formal application for a certificate of public convenience and necessity is to be filed with the Public Service Commission of West Virginia.

Section 11.08. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 18th day of June, 2003.

William L. Coffindaffer
Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT on the 18th day of June, 2003.

Dated: June 26, 2003.

[SEAL]

Secretary

06/17/03
352650.00001

EXHIBIT A

Loan Agreement included in bond transcript as Documents 3 and 4.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM) AND SEWER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of Greater Harrison County Public Service District (the "Issuer") has duly and officially adopted a bond resolution on June18, 2003 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE REFUNDING OF THE OUTSTANDING SEWERAGE SYSTEM DESIGN NOTES, SERIES 2000 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE

ISSUANCE BY THE DISTRICT OF $1,981,165 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), AND $4,130,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Resolution provides for the issuance of Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program) and Series 2003 B (West Virginia Infrastructure Fund), of the Issuer (collectively, the "Bonds" and individually, the "Series 2003 A Bonds" and the "Series 2003 B Bonds"), in the respective aggregate principal amounts not to exceed $1,981,165 and $4,130,000, and has authorized the execution and delivery of the bond purchase agreement relating to the Series 2003 A Bonds, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "Bond Purchase Agreement") and the loan agreement relating to the Series 2003 B Bonds, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") (the "Loan Agreement") (collectively, the Bond Purchase Agreement and the Loan Agreement are referred to as the "Loan Agreements"), all in accordance with Chapter 16, Article 13A, Chapter 22C, Article 2 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Resolution it is provided that the form of the Loan Agreements and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

WHEREAS, the Loan Agreements have been presented to the Issuer at this meeting;

WHEREAS, the Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreements; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreements be approved and ratified by the Issuer, that the exact principal amounts, the dates, the maturity dates, the redemption provisions, the interest rates, the interest and principal payment dates, the sale prices and other terms of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT:

Section 1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the following bonds of the Issuer:

A. Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $1,981,165. The Series 2003 A Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2043, and shall bear no interest. The principal of the Series 2003 A Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2005, and ending June 1, 2043, and in the amounts as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Series 2003 A Bonds. The Series 2003 A Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the Bond Purchase Agreement, so long as the Authority shall be the registered owner of the Series 2003 A Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 1/2% of the principal amount of the Series 2003 A Bonds set forth in the "Schedule Y" attached to the Bond Purchase Agreement.

B. Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $4,130,000. The Series 2003 B Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2043, and shall bear no interest. The principal of the Series 2003 B Bonds shall be payable quarterly, on March 1, July 1, September 1 and

December 1 of each year, commencing March 1, 2005, and ending June 1, 2043, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2003 B Bonds. The Series 2003 B Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2003 B Bonds.

Section 2. All other provisions relating to the Bonds and the text of the Bonds shall be in substantially the form provided in the Bond Resolution.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreements, copies of which are incorporated herein by reference, and the execution and delivery of the Loan Agreements by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreements and in the applications to the DEP, the Council and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Bonds under the Bond Resolution and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Bonds under the Bond Resolution.

Section 6. The Issuer does hereby appoint and designate Harrison County Bank, Lost Creek, West Virginia, to serve as Depository Bank under the Bond Resolution.

Section 7. Series 2003 A Bonds proceeds in the amount of -0- shall be deposited in the Series 2003 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2003 A Bonds proceeds in the amount of $52,136 shall be deposited in the Series 2003 A Bonds Reserve Account.

Section 9. Series 2003 A Bonds proceeds in the amount of $108,684 shall be deposited in the Series 2003 B Bonds Reserve Account.

Section 10. Series 2003 B Bonds proceeds in the amount of -0- shall be deposited in the Series 2003 B Bonds Sinking Fund, as capitalized interest.

Section 11. Series 2003 B Bonds proceeds in the amount of $206,000 shall be applied to pay in full the entire outstanding principal of, all accrued interest on and the administrative fee for the Prior Notes.

Section 12. The balance of the proceeds of the Series 2003 A Bonds and the Series 2003 B Bonds shall be deposited in or credited to the respective Bond Construction Trust Funds for payment of the costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 13. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds to be issued hereby and by the Bond Resolution approved and provided for, to the end that the Bonds may be delivered on or about June 26, 2003, to the Authority pursuant to the Loan Agreements.

Section 14. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 15. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the Bond Resolution held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such moneys to be invested in such repurchase agreements or time accounts, until further directed in writing by the Issuer. Moneys in the Sinking Funds, including the Reserve Accounts therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 16. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 18th day of June, 2003.

GREATER HARRISON COUNTY PUBLIC
SERVICE DISTRICT

By: William L. Coffindaffer

Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of Greater Harrison County Public Service District on the 18th day of June, 2003.

Dated: June 26, 2003.

[SEAL]

Secretary

06/17/03
306370/98001

SRF-BPA-1
(02/03/03)

BOND PURCHASE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND BOND PURCHASE AGREEMENT (the "Bond Purchase Agreement"), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "DEP"), and the local government designated below (the "Local Government").

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Title VI of the federal Clean Water Act, as amended (the "Clean Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining state water pollution control revolving funds for the planning, design, construction, acquisition and/or improvement of wastewater treatment facilities;

WHEREAS, pursuant to the provisions of Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a state water pollution control revolving fund program (the "Program") to acquire bonds of particular local governments pursuant to the Clean Water Act;

WHEREAS, under the Act the DEP is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards (U.S. General Services Administration; Catalog of Federal Domestic Assistance, 32nd Edition § 66.458 (1998)) and DEP has been awarded capitalization grants to partially fund the Program;

WHEREAS, under the Act and under the direction of DEP, the Authority has established a permanent perpetual fund known as the "West Virginia Water Pollution Control Revolving Fund" (hereinafter the "Fund");

WHEREAS, pursuant to the Act, the Authority and DEP are empowered to utilize moneys from the Fund to purchase the bonds of local governments to provide the financing for the acquisition or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act and the Act;

WHEREAS, the Local Government constitutes a local government as defined by the Act;

WHEREAS, the Local Government is included on the DEP State Project Priority List and the Intended Use Plan and has met DEP's pre-application requirements for the Program;

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of acquisition and construction of the same by borrowing money to be evidenced by revenue bonds issued by the Local Government;

WHEREAS, the Local Government intends to construct, is constructing or has constructed such a wastewater treatment project at the location and as more particularly described and set forth in the Application, as hereinafter defined (the "Project");

WHEREAS, the Local Government has completed and filed with the Authority and DEP an Application for Purchase of Bonds with attachments and exhibits and an Amended Application for Purchase of Bonds also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference;

WHEREAS, having reviewed the Application and the Fund having available sufficient funds therefor, the Authority and DEP are willing to lend the Local Government the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Local Government with moneys held in the Fund, subject to the Local Government's satisfaction of certain legal and other requirements of the Program; and

WHEREAS, the Local Government meets the "disadvantaged community" provisions of the SRF Regulations.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Local Government, DEP and the Authority hereby agree as follows:

ARTICLE I

Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "fund," "local government," and "project" have the definitions and meanings ascribed to them in the Act or in the SRF Regulations.

1.2 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any successor thereto.

1.3 "Local Act" means the official action of the Local Government required by Section 4.1 hereof, authorizing the Local Bonds.

1.4 "Local Bonds" means the revenue bonds to be issued by the Local Government pursuant to the provisions of the Local Statute, as hereinafter defined, and to be purchased by the Authority with money held in the Fund, all in accordance with the provisions of this Bond Purchase Agreement.

1.5 "Local Statute" means the specific provisions of the Code of West Virginia, 1931, as amended, pursuant to which the Local Bonds are issued.

1.6 "Operating Expenses" means the reasonable, proper and necessary costs of operation and maintenance of the System, as hereinafter defined, as should normally and regularly be included as such under generally accepted accounting principles.

1.7 "Program" means the wastewater treatment facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Clean Water Act and administered by DEP.

1.8 "Project" means the wastewater treatment facility project hereinabove referred to, to be constructed or being constructed by the Local Government in whole or in

part with the net proceeds of the Local Bonds or being or having been constructed by the Local Government in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Local Bonds.

1.9 "SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations, as amended.

1.10 "System" means the wastewater treatment facility owned by the Local Government, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.11 Additional terms and phrases are defined in this Bond Purchase Agreement as they are used.

ARTICLE II

The Project and the System

2.1 The Project shall generally consist of the construction and acquisition of the facilities described in the Application, to be, being or having been constructed in accordance with plans, specifications and designs prepared for the Local Government by the Consulting Engineers, the DEP and Authority having found, to the extent applicable, that the Project is consistent with the applicable provisions of the Program.

2.2 Subject to the terms, conditions and provisions of this Bond Purchase Agreement and the Local Act, the Local Government has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared for the Local Government by the Consulting Engineers.

2.3 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 Local Government, subject to any mortgage lien or other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property is approved by DEP and the Authority.

2.4 The Local Government agrees that the Authority and DEP and their respective duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Local Government further agrees that the Authority and DEP and their respective duly authorized agents shall, prior to, during and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and DEP with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Local Government shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Local Government shall permit the Authority and DEP, acting by and through their Directors or duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Government shall submit to the Authority and DEP such documents and information as it may reasonably require in connection with the construction, acquisition and installation of the Project, the operation and maintenance of the System and the administration of the Local Bonds proceeds or of any State and federal grants or other sources of financing for the Project.

2.6 The Local Government agrees that it will permit the Authority and DEP and their respective agents to have access to the records of the Local Government pertaining to the operation and maintenance of the System at any reasonable time following completion of construction of the Project and commencement of operation thereof or if the Project is an improvement to an existing system at any reasonable time following commencement of construction.

2.7 The Local Government shall require that each construction contractor furnish a performance bond and a payment bond, each in an amount at least equal to one hundred percent (100%) of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract and shall verify or have verified such bonds prior to commencement of construction.

2.8 The Local Government shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority and DEP and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Government, the Local Government or (at the option of the Local Government) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form)

on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Local Government, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Local Government on or before the Date of Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Government must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Local Government shall provide and maintain competent and adequate engineering services satisfactory to the Authority and DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, DEP and the Local Government at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies. The Local Government shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator(s) to operate the System during the entire term of this Bond Purchase Agreement. The Local Government shall notify DEP in writing of the certified operator employed at the 50% completion stage.

2.11 The Local Government hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, DEP or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

2.12 The Local Government, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit B and incorporated herein by reference, and forward a copy by the 10th of each month to the DEP and the Authority.

2.13 The Local Government, during construction of the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward such forms to DEP in compliance with the Local Government's construction schedule.

ARTICLE III

Conditions to Purchase of Local Bonds; Issuance of Local Bonds

3.1 The agreement of the Authority and DEP to purchase the Local Bonds is subject to the Local Government's fulfillment, to the satisfaction of the Authority and DEP, of each and all of those certain conditions precedent on or before the delivery date for the Local Bonds, which shall be the date established pursuant to Section 3.4 hereof. Said conditions precedent are as follows:

(a) The Local Government shall have delivered to the Authority and DEP a report listing the specific purposes for which the proceeds of the Local Bonds will be expended and the procedures as to the disbursement of bond proceeds, including an estimated monthly draw schedule;

(b) The Local Government shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Bond Purchase Agreement;

(c) The Local Government shall have authorized the issuance of and delivery to the Authority of the Local Bonds described in this Article III and in Article IV hereof;

(d) The Local Government shall either have received bids or entered into contracts for the construction of the Project, which are in an amount and otherwise compatible with the plan of financing described in the Application; provided that, if the proceeds of the Local Bonds will refund an interim construction financing, the Local Government must either be constructing or have constructed its Project for a cost and as

otherwise compatible with the plan of financing described in the Application; and, in either case, the Authority and DEP shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit D;

(e) The Local Government shall have obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, and the Authority and DEP shall have received a certificate of the Consulting Engineers to such effect;

(f) The Local Government shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the West Virginia Infrastructure and Jobs Development Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(g) The Local Government shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(h) The Local Government shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), with all requisite appeal periods having expired without successful appeal, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(i) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority and DEP shall have received a certificate of the accountant for the Local Government, or such other person or firm experienced in the finances of local governments and satisfactory to the Authority and DEP, to such effect; and

(j) The net proceeds of the Local Bonds, together with all moneys on deposit or to be simultaneously deposited (or, with respect to proceeds of grant anticipation notes or other indebtedness for which a binding purchase contract has been entered, to be deposited on a date certain) and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, shall be sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and the Authority and DEP shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of wastewater treatment projects and satisfactory to the Authority and DEP, to such effect, such certificate to be in form and substance satisfactory to the Authority and DEP, and evidence satisfactory to the Authority and DEP of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this Bond Purchase Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall purchase the Local Bonds of the Local Government and the Local Government shall issue and sell the Local Bonds to the Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall purchase the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

3.3 The Local Bonds shall be secured and shall be repaid in the manner hereinafter provided in this Bond Purchase Agreement.

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Local Government by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, DEP and the Local Government. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Closing." Notwithstanding the foregoing, the Date of Closing shall in no event occur more than ninety (90) days after the date of execution of this Bond Purchase Agreement by the Authority or such later date as is agreed to in writing by DEP.

3.5 The Local Government understands and acknowledges that it is one of several local governments which have applied to the Authority and DEP for financing of wastewater treatment projects and that the obligation of the Authority to purchase the Local

Bonds is subject to the Local Government's fulfilling all of the terms and conditions of this Bond Purchase Agreement on or prior to the Date of Closing and to the requirements of the Program. The Local Government specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Fund to purchase all the Local Bonds and that, prior to such purchase, the Authority may purchase the bonds of other local governments set out in the State Project Priority List, as defined in the SRF Regulations. The Local Government further specifically recognizes that all bonds will be purchased in conjunction with the SRF Regulations and with the prior approval of DEP.

3.6 The Local Government shall provide DEP with the appropriate documentation to comply with the special conditions regarding the public release and audit requirements, established by federal and State regulations as set forth in Exhibit E attached hereto at such times as are set forth therein.

ARTICLE IV

Local Bonds; Security for Local Bonds; Repayment of Local Bonds; Interest on Local Bonds; Fees and Charges

4.1 The Local Government shall, as one of the conditions of the Authority and DEP to purchase the Local Bonds, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Government in accordance with the Local Statute, which shall, as adopted or enacted, contain provisions and covenants in substantially the form as follows:

(a) That the gross revenues of the System shall always be used for purposes of the System. Such gross revenues will be used monthly, in the order of priority listed below:

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or

otherwise concurrently with the issuance thereof in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

(iii) to create a renewal and replacement, or similar, fund in an amount equal to two and one-half percent (2-1/2%) of the gross revenues from the System, exclusive of any payments into the Reserve Account, for the purpose of improving or making emergency repairs or replacements to the System or eliminating any deficiencies in the Reserve Account; and

(iv) for other legal purposes of the System, including payment of debt service on other obligations junior, subordinate and inferior to the Local Bonds.

Provided, that if the Local Government has existing outstanding indebtedness which has greater coverage or renewal and replacement fund requirements, then the greater requirements will prevail until said existing indebtedness is paid in full.

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by a pledge of either the net or gross revenues of the System as provided in the Local Act;

(ii) That the schedule of rates or charges for the services of the System shall be sufficient to provide funds which, along with other revenues of the System, will pay all Operating Expenses and leave a balance each year equal to at least one hundred fifteen percent (115%) of the maximum amount required in any year for debt service on the Local Bonds and all other obligations secured by a lien on or payable from the revenues of the System prior to or on a parity with the Local Bonds or, if the Reserve Account is funded (whether by Local Bond proceeds, monthly deposits or otherwise) at an amount equal to the Reserve Requirement and any reserve account for any such prior or parity obligations is funded at least at the requirement therefor, equal to at least one hundred ten percent (110%) of the maximum amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

(iii) That the Local Government shall complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the SRF Regulations, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole or substantially as a whole, provided that the net proceeds to be realized from such sale, mortgage, lease or other disposition shall be sufficient to fully pay all of the Local Bonds outstanding and further provided that portions of the System when no longer required for the ongoing operation of such System as evidenced by certificates from the Consulting Engineer, may be disposed of with such restrictions as are normally contained in such covenants;

(v) That the Local Government shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds and with the prior written consent of the Authority and DEP; provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

(vi) That the Local Government will carry such insurance as is customarily carried with respect to works and properties similar to the System, including those specified by Section 2.8 hereof;

(vii) That the Local Government will not render any free services of the System;

(viii) That the Authority may, by proper legal action, compel the performance of the duties of the Local Government under the Local Act, including the making and collection of sufficient rates or charges for services rendered by the System, and shall also have, in the event of a default in payment of principal of or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Project, or both, as provided by law and all rights as set forth in Section 5 of the Act;

(ix) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, all delinquent rates and charges, if not paid when due, shall become a lien on the premises served by the System;

(x) That, to the extent legally allowable, the Local Government will not grant any franchise to provide any services which would compete with the System;

(xi) That the Local Government shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and DEP, which report shall include a statement that the Local Government is in compliance with the terms and provisions of the Local Act and this Bond Purchase Agreement and that the Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Local Government shall annually adopt a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding fiscal year and shall submit a copy of such budget to the Authority and DEP within 30 days of adoption thereof;

(xiii) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, prospective users of the System shall be required to connect thereto;

(xiv) That the proceeds of the Local Bonds, advanced from time to time, except for accrued interest and capitalized interest, if any, must (a) be deposited in a construction fund, which, except as otherwise agreed to in writing by the Authority, shall be held separate and apart from all other funds of the Local Government and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim financing of such Local Government, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and DEP, the proceeds of the Local Bonds may be used to fund all or a portion of the Reserve Account, on which the owner of the Local Bonds shall have a lien as provided herein;

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Local Government may authorize redemption of the Local Bonds with 30 days written notice to the Authority;

(xvi) That the West Virginia Municipal Bond Commission (the "Commission") shall serve as paying agent for all Local Bonds;

(xvii) That the Local Government shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Local Government shall complete the Monthly Payment Form, attached hereto as Exhibit F and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month;

(xviii) That, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, which exception shall be set forth in an opinion of bond counsel, the Local Government will furnish to the Authority, annually, at such time as it is required to perform its rebate calculations under the Internal Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

(xix) That the Local Government shall have obtained the certificate of the Consulting Engineers to the effect that the Project has been or will be constructed in accordance with the approved plans, specifications and design as submitted to the Authority and DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and DEP is sufficient to pay the costs of acquisition and construction of the Project and all permits required by federal and State laws for construction of the Project have been obtained;

(xx) That the Local Government shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate the services of any water facility owned by it to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore the services of the water facility until all delinquent charges for the services of the System have been fully paid or, if the water facility is not owned by the Local Government, then the Local Government shall enter into a termination agreement with the water provider; and

(xxi) That the Local Government shall submit all proposed change orders to the DEP for written approval. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds held in "contingency" as set forth in the final Schedule A attached to the certificate of the Consulting Engineer. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

The Local Government hereby represents and warrants that the Local Act has been or shall be duly adopted or enacted in compliance with all necessary corporate and other action and in accordance with applicable provisions of law. All legal matters incident to the authorization, issuance, validity, sale and delivery of the Local Bonds shall be approved without qualification by nationally recognized bond counsel acceptable to the Authority in substantially the form of legal opinion attached hereto as Exhibit G.

4.2 The Local Bonds shall be secured by the pledge and assignment by the Local Government, as effected by the Local Act, of the fees, charges and other revenues of the Local Government from the System.

4.3 At least five percent (5%) of the proceeds of the Local Bonds will be advanced on the Date of Closing. The remaining proceeds of the Local Bonds shall be advanced by the DEP monthly as required by the Local Government to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Government, the DEP and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the SRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.4 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the Local Government. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

4.5 As provided by the SRF Regulations, the Local Government agrees to pay from time to time, if required by the Authority and DEP, the Local Government's allocable share of the reasonable administrative expenses of the Authority relating to the Program. Such administrative expenses shall be determined by the Authority and shall include, without limitation, Program expenses, legal fees paid by the Authority and fees paid to the trustee and paying agents for any bonds or notes to be issued by the Authority for contribution to the Fund and the fees and expenses of any corporate trustee for the Fund.

4.6 The obligation of the Authority to purchase the Local Bonds shall be conditioned upon the availability of moneys in the Fund in such amount and on such terms and conditions as, in the sole judgment of the Authority, will enable it to purchase the Local Bonds.

ARTICLE V

Certain Covenants of the Local Government;
Imposition and Collection of User Charges;
Payments To Be Made by
Local Government to the Authority

5.1 The Local Government hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Bond Purchase Agreement and the Local Act. The Local Government hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to purchase the Local Bonds, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System and will take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the required sums set forth in the Local Act and this Bond Purchase Agreement, the Local Government hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges (or where applicable, immediately file with the PSC for a rate increase) and take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and this Bond Purchase Agreement.

5.3 In the event the Local Government defaults in any payment due to the Authority pursuant to this Bond Purchase Agreement, the amount of such default shall bear interest at the interest rate of the installment of the Local Bonds next due, from the date of the default until the date of the payment thereof.

5.4 The Local Government hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Government, the Authority may exercise any or all of the rights and powers granted under Section 5 of the Act, including, without limitation, the right to impose, enforce and collect charges of the System.

ARTICLE VI

Other Agreements of the

Local Government

6.1 The Local Government hereby acknowledges to the Authority and DEP its understanding of the provisions of the Act, vesting in the Authority and DEP certain powers, rights and privileges with respect to wastewater treatment projects in the event of default by the Local Government in the terms and covenants of this Bond Purchase Agreement, and the Local Government hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Government shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Bond Purchase Agreement.

6.2 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this Bond Purchase Agreement, in the Application or in any other application or documentation with respect to financing the Project was at the time, and now is, true, correct and complete, and such information does not omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to the Authority's purchasing and receiving the Local Bonds, the Authority and DEP shall have the right to cancel all or any of their obligations under this Bond Purchase Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the issuance of the Local Bonds shall be incorrect or incomplete in any material respect or (b) the Local Government has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this Bond Purchase Agreement.

6.3 The Local Government hereby agrees to repay on or prior to the Date of Closing any moneys due and owing by it to the Authority or any other lender for the planning or design of the Project, provided that such repayment shall not be made from the proceeds of the Local Bonds.

6.4 The Local Government hereby covenants that it will rebate any amounts required by Section 148 of the Internal Revenue Code of 1986, as amended, and will take all steps necessary to make any such rebates. In the event the Local Government fails to make any such rebates as required, then the Local Government shall pay any and all penalties, obtain a waiver from the Internal Revenue Service and take any other actions necessary or desirable to preserve the exclusion from gross income for federal income tax purposes of interest on the Local Bonds.

6.5 Notwithstanding Section 6.4, the Authority and DEP may at any time, in their sole discretion, cause the rebate calculations prepared by or on behalf of the Local

Government to be monitored or cause the rebate calculations for the Local Government to be prepared, in either case at the expense of the Local Government.

6.6 The Local Government hereby agrees to give the Authority and DEP prior written notice of the issuance by it of any other obligations to be used for the System, payable from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

6.7 The Local Government hereby agrees to file with the Authority and DEP upon completion of acquisition and construction of the Project a schedule in substantially the form of Amended Schedule A to the Application, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE VII

Miscellaneous

7.1 Schedules X and Y shall be attached to this Bond Purchase Agreement by the Authority as soon as practicable after the Date of Closing is established and shall be approved by an official action of the Local Government supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

7.2 If any provision of this Bond Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Bond Purchase Agreement, and this Bond Purchase Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.3 This Bond Purchase Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Bond Purchase Agreement.

7.4 No waiver by any party of any term or condition of this Bond Purchase Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Bond Purchase Agreement.

7.5 This Bond Purchase Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Local Bonds and constitutes the entire agreement between the parties hereto in respect thereof.

7.6 By execution and delivery of this Bond Purchase Agreement, notwithstanding the date hereof, the Local Government specifically recognizes that it is hereby agreeing to sell its Local Bonds to the Authority and that such obligation may be specifically enforced or subject to a similar equitable remedy by the Authority.

7.7 This Bond Purchase Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Government from either the Authority or DEP;

(ii) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by DEP if the Local Government has failed to deliver the Local Bonds to the Authority;

(iii) termination by the Authority and DEP pursuant to Section 6.2 hereof; or

(iv) payment in full of the principal of and interest on the Local Bonds and of any fees and charges owed by the Local Government to the Authority or DEP; provided that the amount of the Local Bonds purchased under this Bond Purchase Agreement in any succeeding fiscal year is contingent upon funds being appropriated by the State legislature or otherwise being available to purchase the Local Bonds. In the event funds are not appropriated or otherwise available to purchase all of the Local Bonds, the responsibility of the Authority and DEP to purchase the Local Bonds is terminated; provided further that the obligation of the Local Government to repay the outstanding amount of the Local Bonds is not terminated due to such non-funding on any balance of the Local Bonds. The DEP agrees to use its best efforts to have the amount contemplated under this Bond Purchase Agreement included in its budget. Non-appropriation or non-funding of the Loan shall not be considered an event of default under this Bond Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed by their respective duly authorized officers as of the date executed below by the Authority.

GREATER HARRISON COUNTY PSD
[Name of Local Government]

(SEAL)

By: William L Coffindaffer
Its: Chairman
Date: May 13, 2003

Attest:

Its: Secretary

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER AND WASTE MANAGEMENT

By: Allyn S Turner by WKB
Its: Director
Date: June 5, 2003

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: Daniel B Lyonboskey
Its: Director
Date: May 13, 2003

Attest:

Barbara B Meadows
Its: Secretary-Treasurer

000832/00372
02/03/03

EXHIBIT A

FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

EXHIBIT B

MONTHLY FINANCIAL REPORT

Name of Local Government _____

Name of Bond Issue(s)_____

Type of Project _____Water_____Wastewater

Fiscal Year _____Report Month_____

Item	Current Month	Total Year To Date	Budget Year To Date	Budget Year To Date Minus Total Year To Date
1. Gross Revenues				
2. Operating Expenses				
3. Bond Payments:				
Type of Issue				
Clean Water SRF				
Drinking Water TRF				
Infrastructure Fund				
Water Development Authority				
Rural Utilities Service				
Economic Development Administration				
Other (Identify)				
_____				
_____				
4. Renewal and Replacement Fund Deposits				

_____

Name of Person Completing Form

_____

Address

_____

Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 1 — You will need a copy of the current fiscal year budget adopted by the Local Government to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of $1,200 are anticipated to be received for the year, each month the base would be increased by $100 ($1,200/12). This is the incremental amount for the Budget Year-to-Date column.

Item 2 — Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of $900 are anticipated to be incurred for the year, each month the base would be increased by $75 ($900/12). This is the incremental amount for the Budget Year-to-Date column.

Item 3 — Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Local Government according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.

Item 4 — Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are $1,200, then $30 (2.5% of $1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Government.

The Local Government must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.

EXHIBIT C

PAYMENT REQUISITION FORM

(All Copies to Be Provided by DEP for Each Project)

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____
(Issuer)

_____
(Name of Bonds)

I, _____, Registered Professional Engineer, West Virginia License No._____, of _____, Consulting Engineers, _____, _____, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of _____ to the _____ system (the "Project") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the Bond Purchase Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), dated _____.

2. The Bonds are being issued for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and any change orders approved by the Issuer, the DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing

set forth in Schedule A attached hereto as Exhibit A, and my firm[1] has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof[2], the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Bond Purchase Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; and (xi) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

WITNESS my signature and seal on this _____ day of _____, _____.

By _____

West Virginia License No. __

[SEAL]

[1]If another responsible party, such as the Issuer's attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of _____, Esq.] and delete "my firm has ascertained that".

[2]If the Rule 42 Exhibit and/or rate structure was prepared by an accountant, then insert the following: "In reliance upon the certificate of _____ of even date herewith," at the beginning of (ix).

EXHIBIT E

SPECIAL CONDITIONS

A. PUBLIC RELEASE REQUIREMENT - The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, ground breaking or project dedication program documents and other documents describing projects or programs funded in whole or in part with Federal money, (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) - The Local Government that receives $300,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

EXHIBIT F

MONTHLY PAYMENT FORM

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311

Re: [Name of bond issue]

Ladies and Gentlemen:

The following deposits were made to the West Virginia Municipal Bond Commission on behalf of [Name of Local Government] on [Date].

Sinking Fund:

Interest	$_____
Principal	$_____
Total:	$_____
Reserve Account:	$_____

Witness my signature this ___ day of_____.

[Name of Local Government]

By: _____
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

OPINION OF BOND COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311

West Virginia Department of Environmental Protection
1560 Kanawha Boulevard, East
Charleston, WV 25311

Ladies and Gentlemen:

We are bond counsel to _____ (the "Local Government"), a _____.

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a bond purchase agreement dated _____, ____, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and (ii) the issue of a series of revenue bonds of the Local Government, dated _____, ____ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Bond Purchase Agreement. The Local Bonds are issued in the principal amount of $_____, in the form of one bond, registered as to principal only to the Authority, with principal payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning _____ 1, ____, and ending ____ 1, ____, all as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Local Bonds.

The Local Bonds are issued for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of _____ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the bond _____ duly adopted or enacted by the Local Government on _____, as supplemented by the supplemental resolution duly adopted by the Local Government on _____

(collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Bond Purchase Agreement has been undertaken. The Local Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Bond Purchase Agreement.

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

1. The Bond Purchase Agreement has been duly authorized by and executed on behalf of the Local Government and is a valid and binding special obligation of the Local Government, enforceable in accordance with the terms thereof.

2. The Bond Purchase Agreement inures to the benefit of the Authority and the DEP and cannot be amended so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Local Government without the consent of the Authority and the DEP.

3. The Local Government is a duly organized and validly existing _____ _____, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt or enact the Local Act and to issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

4. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Local Government and constitute valid and binding obligations of the Local Government, enforceable against the Local Government in accordance with their terms. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Bond Purchase Agreement.

5. The Local Bonds have been duly authorized, issued, executed and delivered by the Local Government to the Authority and are valid, legally enforceable and binding special obligations of the Local Government, payable from the net or gross revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the net or gross revenues of the System, all in accordance with the terms of the Local Bonds and the Local Act.

6. The Local Bonds are, by statute, exempt _____, and under existing statutes and court decisions of the United States of America, as presently written and applied, the interest on the Local Bonds is excludable from the gross income of the recipients thereof for federal income tax purposes.

No opinion is given herein as to the effect upon enforceability of the Local Bonds of bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights or in the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Local 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,

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds $1,981,165
Purchase Price of Local Bonds $1,981,165

The Local Bonds shall bear no interest. Commencing March 1, 2005, principal of the Local Bonds is payable quarterly, with an administrative fee of 0.5%. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

The Local Government shall submit its payments monthly to the Commission with instructions that the Commission will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority. If the Reserve Account is not fully funded at closing, the Local Government shall commence the payment of the 1/120 of the maximum annual debt service on the first day of the month it makes its first monthly payment to the Commission. The Local Government shall instruct the Commission to notify the Authority of any monthly payments which are not received by the 20th day of the month in which the payment was due.

The Local Bonds are fully registered in the name of the Authority as to principal only and the Local Bonds shall grant the Authority a first lien on the net or gross revenues of the Local Government's system as provided in the Local Act.

The Local Government may prepay the Local Bonds in full at any time at the price of par upon 30 days' written notice to the Authority and DEP. The Local Government shall request approval from the Authority and DEP in writing of any proposed debt which will be issued by the Local Government on a parity with the Local Bonds which request must be filed at least 60 days prior to the intended date of issuance.

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Government:

Grant-Union Public Service District Sewer Revenue Bonds, Series 1986A (West Virginia Water Development Authority), dated November 6, 1986, issued in the original principal amount of $1,758,771; Grant-Union Public Service District Sewer Revenue Bonds, Series 1990A (West Virginia Water Development Authority), dated April 6, 1990, issued in the original principal amount of $285,908; and Mount Claire Road Public Service District, Series 1995 (RUS), dated April 18, 1995, issued in the original principal amount of $432,000.

Greater Harrison County Public Service District

Loan of $1,981,165
40 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2003	-	-	-
12/01/2003	-	-	-
3/01/2004	-	-	-
6/01/2004	-	-	-
9/01/2004	-	-	-
12/01/2004	-	-	-
3/01/2005	12,865.00	-	12,865.00
6/01/2005	12,865.00	-	12,865.00
9/01/2005	12,865.00	-	12,865.00
12/01/2005	12,865.00	-	12,865.00
3/01/2006	12,865.00	-	12,865.00
6/01/2006	12,865.00	-	12,865.00
9/01/2006	12,865.00	-	12,865.00
12/01/2006	12,865.00	-	12,865.00
3/01/2007	12,865.00	-	12,865.00
6/01/2007	12,865.00	-	12,865.00
9/01/2007	12,865.00	-	12,865.00
12/01/2007	12,865.00	-	12,865.00
3/01/2008	12,865.00	-	12,865.00
6/01/2008	12,865.00	-	12,865.00
9/01/2008	12,865.00	-	12,865.00
12/01/2008	12,865.00	-	12,865.00
3/01/2009	12,865.00	-	12,865.00
6/01/2009	12,865.00	-	12,865.00
9/01/2009	12,865.00	-	12,865.00
12/01/2009	12,865.00	-	12,865.00
3/01/2010	12,865.00	-	12,865.00
6/01/2010	12,865.00	-	12,865.00
9/01/2010	12,865.00	-	12,865.00
12/01/2010	12,865.00	-	12,865.00
3/01/2011	12,865.00	-	12,865.00
6/01/2011	12,865.00	-	12,865.00
9/01/2011	12,865.00	-	12,865.00
12/01/2011	12,865.00	-	12,865.00
3/01/2012	12,865.00	-	12,865.00
6/01/2012	12,865.00	-	12,865.00
9/01/2012	12,865.00	-	12,865.00
12/01/2012	12,865.00	-	12,865.00
3/01/2013	12,865.00	-	12,865.00
6/01/2013	12,865.00	-	12,865.00
9/01/2013	12,865.00	-	12,865.00
12/01/2013	12,865.00	-	12,865.00
3/01/2014	12,865.00	-	12,865.00
6/01/2014	12,865.00	-	12,865.00
9/01/2014	12,865.00	-	12,865.00
12/01/2014	12,865.00	-	12,865.00
3/01/2015	12,865.00	-	12,865.00

Greater Harrison County Public Service District

Loan of $1,981,165
40 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2015	12,865.00	-	12,865.00
9/01/2015	12,865.00	-	12,865.00
12/01/2015	12,865.00	-	12,865.00
3/01/2016	12,865.00	-	12,865.00
6/01/2016	12,865.00	-	12,865.00
9/01/2016	12,865.00	-	12,865.00
12/01/2016	12,865.00	-	12,865.00
3/01/2017	12,865.00	-	12,865.00
6/01/2017	12,865.00	-	12,865.00
9/01/2017	12,865.00	-	12,865.00
12/01/2017	12,865.00	-	12,865.00
3/01/2018	12,865.00	-	12,865.00
6/01/2018	12,865.00	-	12,865.00
9/01/2018	12,865.00	-	12,865.00
12/01/2018	12,865.00	-	12,865.00
3/01/2019	12,865.00	-	12,865.00
6/01/2019	12,865.00	-	12,865.00
9/01/2019	12,865.00	-	12,865.00
12/01/2019	12,865.00	-	12,865.00
3/01/2020	12,865.00	-	12,865.00
6/01/2020	12,865.00	-	12,865.00
9/01/2020	12,865.00	-	12,865.00
12/01/2020	12,865.00	-	12,865.00
3/01/2021	12,865.00	-	12,865.00
6/01/2021	12,865.00	-	12,865.00
9/01/2021	12,865.00	-	12,865.00
12/01/2021	12,865.00	-	12,865.00
3/01/2022	12,865.00	-	12,865.00
6/01/2022	12,865.00	-	12,865.00
9/01/2022	12,865.00	-	12,865.00
12/01/2022	12,865.00	-	12,865.00
3/01/2023	12,865.00	-	12,865.00
6/01/2023	12,865.00	-	12,865.00
9/01/2023	12,865.00	-	12,865.00
12/01/2023	12,865.00	-	12,865.00
3/01/2024	12,865.00	-	12,865.00
6/01/2024	12,865.00	-	12,865.00
9/01/2024	12,865.00	-	12,865.00
12/01/2024	12,865.00	-	12,865.00
3/01/2025	12,865.00	-	12,865.00
6/01/2025	12,865.00	-	12,865.00
9/01/2025	12,865.00	-	12,865.00
12/01/2025	12,865.00	-	12,865.00
3/01/2026	12,865.00	-	12,865.00
6/01/2026	12,865.00	-	12,865.00
9/01/2026	12,865.00	-	12,865.00
12/01/2026	12,865.00	-	12,865.00

Greater Harrison County Public Service District

Loan of $1,981,165
40 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2027	12,865.00	-	12,865.00
6/01/2027	12,865.00	-	12,865.00
9/01/2027	12,865.00	-	12,865.00
12/01/2027	12,865.00	-	12,865.00
3/01/2028	12,865.00	-	12,865.00
6/01/2028	12,865.00	-	12,865.00
9/01/2028	12,865.00	-	12,865.00
12/01/2028	12,865.00	-	12,865.00
3/01/2029	12,865.00	-	12,865.00
6/01/2029	12,865.00	-	12,865.00
9/01/2029	12,865.00	-	12,865.00
12/01/2029	12,865.00	-	12,865.00
3/01/2030	12,865.00	-	12,865.00
6/01/2030	12,865.00	-	12,865.00
9/01/2030	12,865.00	-	12,865.00
12/01/2030	12,865.00	-	12,865.00
3/01/2031	12,865.00	-	12,865.00
6/01/2031	12,865.00	-	12,865.00
9/01/2031	12,865.00	-	12,865.00
12/01/2031	12,865.00	-	12,865.00
3/01/2032	12,865.00	-	12,865.00
6/01/2032	12,864.00	-	12,864.00
9/01/2032	12,864.00	-	12,864.00
12/01/2032	12,864.00	-	12,864.00
3/01/2033	12,864.00	-	12,864.00
6/01/2033	12,864.00	-	12,864.00
9/01/2033	12,864.00	-	12,864.00
12/01/2033	12,864.00	-	12,864.00
3/01/2034	12,864.00	-	12,864.00
6/01/2034	12,864.00	-	12,864.00
9/01/2034	12,864.00	-	12,864.00
12/01/2034	12,864.00	-	12,864.00
3/01/2035	12,864.00	-	12,864.00
6/01/2035	12,864.00	-	12,864.00
9/01/2035	12,864.00	-	12,864.00
12/01/2035	12,864.00	-	12,864.00
3/01/2036	12,864.00	-	12,864.00
6/01/2036	12,864.00	-	12,864.00
9/01/2036	12,864.00	-	12,864.00
12/01/2036	12,864.00	-	12,864.00
3/01/2037	12,864.00	-	12,864.00
6/01/2037	12,864.00	-	12,864.00
9/01/2037	12,864.00	-	12,864.00
12/01/2037	12,864.00	-	12,864.00
3/01/2038	12,864.00	-	12,864.00
6/01/2038	12,864.00	-	12,864.00
9/01/2038	12,864.00	-	12,864.00

Greater Harrison County Public Service District

Loan of $1,981,165
40 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2038	12,864.00	-	12,864.00
3/01/2039	12,864.00	-	12,864.00
6/01/2039	12,864.00	-	12,864.00
9/01/2039	12,864.00	-	12,864.00
12/01/2039	12,864.00	-	12,864.00
3/01/2040	12,864.00	-	12,864.00
6/01/2040	12,864.00	-	12,864.00
9/01/2040	12,864.00	-	12,864.00
12/01/2040	12,864.00	-	12,864.00
3/01/2041	12,864.00	-	12,864.00
6/01/2041	12,864.00	-	12,864.00
9/01/2041	12,864.00	-	12,864.00
12/01/2041	12,864.00	-	12,864.00
3/01/2042	12,864.00	-	12,864.00
6/01/2042	12,864.00	-	12,864.00
9/01/2042	12,864.00	-	12,864.00
12/01/2042	12,864.00	-	12,864.00
3/01/2043	12,864.00	-	12,864.00
6/01/2043	12,864.00	-	12,864.00
Total	**1,981,165.00**	-	**1,981,165.00 ***

*Plus $1,246.25 one-half percent administrative fee paid quarterly. Total fee paid over life of loan is $191,922.50.

YIELD STATISTICS

Bond Year Dollars	$41,268.15
Average Life	20.830 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	1.68E-10
Bond Yield for Arbitrage Purposes	1.68E-10
All Inclusive Cost (AIC)	0.4632591%

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	20.830 Years

IC-1
(06/06/02)

LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), acting on behalf of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council"), and the governmental agency designated below (the "Governmental Agency").

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
(Governmental Agency)

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (the "Act"), the Authority is empowered upon request of the Council to make loans to governmental agencies for the acquisition or construction of projects by such governmental agencies, subject to such provisions and limitations as are contained in the Act;

WHEREAS, the Governmental Agency constitutes a governmental agency as defined by the Act;

WHEREAS, the Governmental Agency is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a project, as defined by the Act, and to finance the cost of acquisition and construction of the same by borrowing money to be evidenced by revenue bonds issued by the Governmental Agency;

WHEREAS, the Governmental Agency intends to construct, is constructing or has constructed such a project at the location and as more particularly described and set forth in the Application, as hereinafter defined (the "Project");

WHEREAS, the Governmental Agency has completed and filed with the Authority an Application for a Construction Loan with attachments and exhibits and an Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

WHEREAS, having reviewed the Application and made all findings required by the Act and having available sufficient funds therefor, the Council has authorized the Authority to lend the Governmental Agency the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Governmental Agency with money in the Infrastructure Fund, subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Council's loan program (the "Program") as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Governmental Agency and the Authority hereby agree as follows:

ARTICLE I

Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "Council," "governmental agency," "project," "waste water facility" and "water facility" have the definitions and meanings ascribed to them in the Act.

1.2 "Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser of the Bonds, acting in its administrative capacity pursuant to Section 10 of the Act and upon authorization from the Council.

1.3 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any qualified successor thereto; provided, however, when a Loan is made for a Project financed, in part, by the Office of Abandoned Mine Lands, "Consulting Engineers" shall mean the West Virginia Department of Environmental Protection, or any successor thereto.

1.4 "Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Section 9 of the Act.

1.5 "Loan" means the loan to be made by the Authority to the Governmental Agency through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

1.6 "Local Act" means the official action of the Governmental Agency required by Section 4.1 hereof, authorizing the Local Bonds.

1.7 "Local Bonds" means the revenue bonds to be issued by the Governmental Agency pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority, all in accordance with the provisions of this Loan Agreement.

1.8 "Local Statute" means the specific provisions of the Code of West Virginia, 1931, as amended, pursuant to which the Local Bonds are issued.

1.9 "Operating Expenses" means the reasonable, proper and necessary costs of operation and maintenance of the System, as hereinafter defined, as should normally and regularly be included as such under generally accepted accounting principles.

1.10 "Project" means the project hereinabove referred to, to be constructed or being constructed by the Governmental Agency in whole or in part with the net proceeds of the Local Bonds.

1.11 "System" means the project owned by the Governmental Agency, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.12 Additional terms and phrases are defined in this Loan Agreement as they are used.

ARTICLE II

The Project and the System

2.1 The Project shall generally consist of the construction and acquisition of the facilities described in the Application, to be, being or having been constructed in accordance with plans, specifications and designs prepared for the Governmental Agency by the Consulting Engineers, the Authority and Council having found, to the extent applicable, that the Project is consistent with the Act.

2.2 Subject to the terms, conditions and provisions of this Loan Agreement and the Local Act, the Governmental Agency has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared for the Governmental Agency by the Consulting Engineers.

2.3 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 Governmental Agency, subject to any mortgage lien or other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property or any interest therein is approved by the Authority and Council.

2.4 The Governmental Agency agrees that the Authority and the Council and their duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Governmental Agency further agrees that the Authority and the Council and their duly authorized agents

and representatives shall, prior to, during and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Council with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Governmental Agency shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Governmental Agency shall permit the Authority and the Council, acting by and through their directors or their duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the construction, acquisition and installation of the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

2.6 The Governmental Agency agrees that it will permit the Authority and the Council and their agents and representatives to have access to the records of the Governmental Agency pertaining to the operation and maintenance of the System at any reasonable time following completion of construction of the Project and commencement of operation thereof or if the Project is an improvement to an existing system at any reasonable time following commencement of construction.

2.7 The Governmental Agency shall require that each construction contractor furnish a performance bond and a payment bond, each in an amount at least equal to one hundred percent (100%) of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract and shall verify or have verified such bonds prior to commencement of construction.

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Council and the Authority and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Governmental Agency on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds is

outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Governmental Agency shall provide and maintain competent and adequate engineering services satisfactory to the Council and the Authority covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, the Council and the Governmental Agency at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

2.10 The Governmental Agency shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Governmental Agency shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of this Loan Agreement.

2.11 The Governmental Agency hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Council, the Authority or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

2.12 The Governmental Agency, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward a copy by the 10th of each month to the Authority and Council.

ARTICLE III

Conditions to Loan;
Issuance of Local Bonds

3.1 The agreement of the Authority and Council to make the Loan is subject to the Governmental Agency's fulfillment, to the satisfaction of the Authority and the Council, of each and all of those certain conditions precedent on or before the delivery date for the Local Bonds, which shall be the date established pursuant to Section 3.4 hereof. Said conditions precedent are as follows:

(a) The Governmental Agency shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Loan Agreement;

(b) The Governmental Agency shall have authorized the issuance of and delivery to the Authority of the Local Bonds described in this Article III and in Article IV hereof;

(c) The Governmental Agency shall either have received bids or entered into contracts for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application; provided that, if the Loan will refund an interim construction financing, the Governmental Agency must either be constructing or have constructed its Project for a cost and as otherwise compatible with the plan of financing described in the Application; and, in either case, the Authority and the Council shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit A;

(d) The Governmental Agency shall have obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, and the Authority and the Council shall have received a certificate of the Consulting Engineers to such effect;

(e) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority and the Council, to such effect;

(f) The Governmental Agency shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

(g) The Governmental Agency shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), with all requisite appeal periods having expired without successful appeal, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority and the Council, to such effect;

(h) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority and the Council shall have received a certificate of the accountant for the Governmental Agency,

or such other person or firm experienced in the finances of governmental agencies and satisfactory to the Authority and the Council, to such effect; and

(i) The net proceeds of the Local Bonds, together with all moneys on deposit or to be simultaneously deposited (or, with respect to proceeds of grant anticipation notes or other indebtedness for which a binding purchase contract has been entered, to be deposited on a date certain) and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, shall be sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and the Authority shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of projects and satisfactory to the Authority and the Council, to such effect, such certificate to be in form and substance satisfactory to the Authority and the Council, and evidence satisfactory to the Authority and the Council of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the Authority, the Council or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall make the Loan to the Governmental Agency and the Governmental Agency shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Governmental Agency shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

3.3 The Loan shall be secured and shall be repaid in the manner hereinafter provided in this Loan Agreement.

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Governmental Agency by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, the Council and the Governmental Agency. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority or such later date as is agreed to in writing by the Council.

3.5 The Governmental Agency understands and acknowledges that it is one of several governmental agencies which have applied to the Council for loans from the Infrastructure Fund to finance projects and that the obligation of the Authority to make any such loan is subject to the Council's authorization and the Governmental Agency's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing. The Governmental Agency specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Infrastructure

Fund to purchase all the Local Bonds and that, prior to execution of this Loan Agreement, the Authority may commit to and purchase the revenue bonds of other governmental agencies for which it has sufficient funds available.

ARTICLE IV

Local Bonds; Security for Loan; Repayment of Loan; Interest on Loan; Fees and Charges

4.1 The Governmental Agency shall, as one of the conditions of the Authority to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Governmental Agency in accordance with the Local Statute, which shall, as adopted or enacted, contain provisions and covenants in substantially the form as follows, unless the specific provision or covenant is modified or waived by the Council:

(a) That the gross revenues of the System shall always be used for purposes of the System. Such gross revenues shall be used monthly, in the order of priority listed below:

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety) in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

(iii) to create a renewal and replacement, or similar, fund in an amount equal to two and one-half percent (2-1/2%) of the gross revenues from the System, exclusive of any payments into the Reserve Account, for the purpose of improving or making emergency repairs or replacements to the System or eliminating any deficiencies in the Reserve Account; and

(iv) for other legal purposes of the System, including payment of debt service on other obligations junior, subordinate and inferior to the Local Bonds.

Provided, that if the Governmental Agency has existing outstanding indebtedness which has greater coverage or renewal and replacement fund requirements, then the greater requirements will prevail until said existing indebtedness is paid in full.

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by a pledge of either the gross or net revenues of the System, as more fully set forth in Schedule X attached hereto and in the Local Act;

(ii) That the schedule of rates or charges for the services of the System shall be sufficient to provide funds which, along with other revenues of the System, will pay all Operating Expenses and leave a balance each year equal to at least one hundred fifteen percent (115%) of the maximum amount required in any year for debt service on the Local Bonds and all other obligations secured by a lien on or payable from the revenues of the System prior to or on a parity with the Local Bonds or, if the Reserve Account is funded (whether by Local Bond proceeds, monthly deposits or otherwise) at an amount equal to the Reserve Requirement and any reserve account for any such prior or parity obligations is funded at least at the requirement therefor, equal to at least one hundred ten percent (110%) of the maximum amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

(iii) That the Governmental Agency shall complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or with the written consent of the Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Local Bonds outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

(v) That the Governmental Agency shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds and with the prior written consent of the Authority and the Council;

provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

(vi) That the Governmental Agency will carry such insurance as is customarily carried with respect to works and properties similar to the System, including those specified by Section 2.8 hereof;

(vii) That the Governmental Agency will not render any free services of the System;

(viii) That the Authority may, by proper legal action, compel the performance of the duties of the Governmental Agency under the Local Act, including the making and collection of sufficient rates or charges for services rendered by the System, and shall also have, in the event of a default in payment of principal of or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Project, or both, as provided by law;

(ix) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, all delinquent rates and charges, if not paid when due, shall become a lien on the premises served by the System;

(x) That, to the extent legally allowable, the Governmental Agency will not grant any franchise to provide any services which would compete with the System;

(xi) That the Governmental Agency shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and the Council, which report shall include a statement that the Governmental Agency is in compliance with the terms and provisions of the Local Act and this Loan Agreement and that the Governmental Agency's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Governmental Agency shall annually adopt a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding fiscal year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof;

(xiii) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, prospective users of the System shall be required to connect thereto;

(xiv) That the proceeds of the Local Bonds, advanced from time to time, must (a) be deposited in a construction fund, which, except as otherwise agreed to in writing by the Authority, shall be held separate and apart from all other funds of the

Governmental Agency and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim financing of such Governmental Agency, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and the Council, the proceeds of the Local Bonds may be used to fund all or a portion of the Reserve Account, on which the owner of the Local Bonds shall have a lien as provided herein;

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Governmental Agency may not redeem any Local Bonds by it without the written consent of the Authority and the Council and otherwise in compliance with this Loan Agreement;

(xvi) That the West Virginia Municipal Bond Commission (the "Commission") shall serve as paying agent for the Local Bonds;

(xvii) That the Governmental Agency shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Governmental Agency shall complete the Monthly Payment Form, attached hereto as Exhibit D and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month;

(xviii) That, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, which exception shall be set forth in an opinion of bond counsel, the Governmental Agency will furnish to the Authority, annually, at such time as it is required to perform its rebate calculations under the Internal Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

(xix) That the Governmental Agency shall take any and all action, or shall refrain from taking any action regarding the use of the proceeds of the Local Bonds, as shall be deemed necessary by the Authority to maintain the exclusion from gross income for federal income tax purposes of interest on the State's general obligation bonds or any bonds secured by the Local Bonds;

(xx) That the Governmental Agency shall have obtained the certificate of the Consulting Engineer in the form attached hereto as Exhibit A, to the effect that the Project has been or will be constructed in accordance with the approved plans, specifications and design as submitted to the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction of the

Project and all permits required by federal and State laws for construction of the Project have been obtained;

(xxi) That the Governmental Agency shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate the services of any water facility owned by it to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore the services of the water facility until all delinquent charges for the services of the System have been fully paid or, if the water facility is not owned by the Governmental Agency, then the Governmental Agency shall enter into a termination agreement with the water provider;

(xxii) That the Governmental Agency shall furnish to the Authority such information with respect to earnings on all funds constituting "gross proceeds" of the Local Bonds (as that term is defined in the Internal Revenue Code of 1986, as amended) from time to time as the Authority may request;

(xxiii) That the Governmental Agency shall submit all proposed change orders to the Council for written approval. The Governmental Agency shall obtain the written approval of the Council before expending any proceeds of the Local Bonds held in "contingency" as set forth in the final Schedule B attached to the certificate of the Consulting Engineer. The Governmental Agency shall obtain the written approval of the Council before expending any proceeds of the Local Bonds available due to bid/construction/project underruns;

(xxiv) That the Governmental Agency shall list the funding provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project; and

(xxv) That, unless it qualifies for an exception, the Governmental Agency shall comply with all the requirements of Chapter 21, Article 1C of the Code of West Virginia, 1931, as amended (the "West Virginia Jobs Act") and shall require its contractors and subcontractors to comply with the West Virginia Jobs Act. The Governmental Agency shall provide the Council and the Authority with a certificate stating that (I) the Governmental Agency will comply with all the requirements of the West Virginia Jobs Act; (II) the Governmental Agency has included the provisions of the West Virginia Jobs Act in each contract and subcontract for the Project; (III) the Governmental Agency has received or will receive, prior to entering into contracts or subcontracts, from each contractor or subcontractor a certificate demonstrating compliance with Section 4 of the West Virginia Jobs Act or waiver certificates from the West Virginia Division of Labor ("DOL"); and (IV) the Governmental Agency will file with the DOL and the Council copies of the waiver certificates and certified payrolls or comparable documents that include the number of employees, the county and state wherein the employees reside and their occupation, following the procedures established by the DOL. The monthly requisitions submitted to the

Council shall also certify that the Governmental Agency is monitoring compliance by its contractors and subcontractors and that the required information has been submitted.

The Governmental Agency hereby represents and warrants that the Local Act has been or shall be duly adopted in compliance with all necessary corporate and other action and in accordance with applicable provisions of law. All legal matters incident to the authorization, issuance, validity, sale and delivery of the Local Bonds shall be approved without qualification by recognized bond counsel acceptable to the Authority in substantially the form of legal opinion attached hereto as Exhibit B.

4.2 The Loan shall be secured by the pledge and assignment by the Governmental Agency, as effected by the Local Act, of the fees, charges and other revenues of the Governmental Agency from the System as further set forth by and subject only to such reservations and exceptions as are described in Schedules X and Y hereto or are otherwise expressly permitted in writing by the Authority and the Council.

4.3 The principal of the Loan shall be repaid by the Governmental Agency on the days and in the years provided in Schedule X hereto. Interest payments on the Loan shall be made by the Governmental Agency on a quarterly basis as provided in said Schedule X.

4.4 The Loan shall bear interest from the date and at the rate or rates per annum set forth on Schedule X hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.5 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the Governmental Agency. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series, as reflected by Schedule X hereto.

4.6 The Governmental Agency agrees to expend the net proceeds of the Local Bonds for the Project within 3 years of the issuance of the bonds which are the source of money used to purchase the Local Bonds, unless otherwise agreed to by the Council.

ARTICLE V

Certain Covenants of the Governmental Agency; Imposition and Collection of User Charges; Payments To Be Made by Governmental Agency to the Authority

5.1 The Governmental Agency hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Governmental Agency hereby further irrevocably covenants and agrees that,

as one of the conditions of the Authority to make the Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System and will take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the required sums set forth in the Local Act and this Loan Agreement, the Governmental Agency hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges (or where applicable, immediately file with the PSC for a rate increase) and take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and this Loan Agreement.

5.3 In the event the Governmental Agency defaults in the payment due to the Authority pursuant to this Loan Agreement, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Governmental Agency hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Governmental Agency, the Authority may exercise any or all of the rights and powers granted under the Act and State law, including, without limitation, the right to an appointment of a receiver.

ARTICLE VI

Other Agreements of the Governmental Agency

6.1 The Governmental Agency hereby warrants and represents that all information provided to the Authority and the Council in this Loan Agreement, in the Application or in any other application or documentation with respect to financing the Project was at the time, and now is, true, correct and complete, and such information does not omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to the Authority's making the Loan and receiving the Local Bonds, the Authority and the Council shall have the right to cancel all or any of their obligations under this Loan Agreement if (a) any representation made to the Authority and the Council by the Governmental Agency in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Governmental Agency has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act or this Loan Agreement.

6.2 The Governmental Agency hereby covenants that it will rebate any amounts required by Section 148 of the Internal Revenue Code of 1986, as amended, and will take all steps necessary to make any such rebates. In the event the Governmental Agency fails to make any such rebates as required, then the Governmental Agency shall pay any and all penalties, obtain a waiver from the Internal Revenue Service and take any other actions necessary or desirable to preserve the exclusion from gross income for federal income tax purposes of interest on the Local Bonds.

6.3 Notwithstanding Section 6.2, the Authority may at any time, in its sole discretion, cause the rebate calculations prepared by or on behalf of the Governmental Agency to be monitored or cause the rebate calculations for the Governmental Agency to be prepared, in either case at the expense of the Governmental Agency.

6.4 The Governmental Agency hereby agrees to give the Authority and the Council prior written notice of the issuance by it of any other obligations to be used for the System, payable from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

6.5 The Governmental Agency hereby agrees to file with the Authority and the Council upon completion of acquisition and construction of the Project a schedule in substantially the form of Amended Schedule B to the Application, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE VII

Miscellaneous

7.1 Additional definitions, additional terms and provisions of the Loan and additional covenants and agreements of the Governmental Agency, if any, may be set forth in Schedule Z attached hereto and incorporated herein by reference, with the same effect as if contained in the text of this Loan Agreement.

7.2 Schedules X and Y shall be attached to this Loan Agreement by the Authority as soon as practicable after the Date of Loan Closing is established and shall be approved by an official action of the Governmental Agency supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority and the Council.

7.3 The Authority shall take all actions required by the Council in making and enforcing this Loan Agreement.

7.4 If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement, and this Loan Agreement

shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.5 This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

7.6 No waiver by either party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Loan Agreement.

7.7 This Loan Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Loan and constitutes the entire agreement between the parties hereto in respect thereof.

7.8 The Authority acknowledges that certain terms and requirements in this Loan Agreement may not be applicable when the Project is financed in part by the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and under that circumstance those terms and requirements are specifically waived or modified as agreed to by the Authority and set forth in the Local Act.

7.9 By execution and delivery of this Loan Agreement, notwithstanding the date hereof, the Governmental Agency specifically recognizes that it is hereby agreeing to sell its Local Bonds to the Authority and that such obligation may be specifically enforced or subject to a similar equitable remedy by the Authority.

7.10 This Loan Agreement shall terminate upon the earlier of:

(i) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by the Council if the Governmental Agency has failed to deliver the Local Bonds to the Authority;

(ii) termination by the Authority and the Council pursuant to Section 6.1 hereof; or

(iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed by their respective duly authorized officers as of the date executed below by the Authority.

GREATER HARRISON COUNTY
PUBLIC SERVICE DISTRICT

(SEAL)

By: William L. Coffindaffer
Its: Chairman
Date: June 26, 2003

Attest:

Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By: Daniel B. Yankosky
Its: Director
Date: June 26, 2003

Attest:

Barbara B Meadows
Its: Secretary-Treasurer

000832/00466
05/13/03

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____
(Issuer)

_____
(Name of Bonds)

I, _____, Registered Professional Engineer, West Virginia License No. _____, of _____, Consulting Engineers,_____, _____ hereby certify as follows:

1. My firm is engineer for the acquisition and construction of _____ to the _____ system (the "Project") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meanings set forth in the bond _____ adopted or enacted by the Issuer on _____, and the Loan Agreement by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated _____.

2. The Bonds are being issued for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by [DEP/BPH/PSC] and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least ___years if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing

set forth in the Schedule B attached hereto as Exhibit A and my firm[1] has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the [DEP/BPH/PSC] and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof, [2]the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project set forth in the Schedule B attached hereto and approved by the Council; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Costs of Financing" for the Project.

WITNESS my signature and seal on this ____ day of _____, ___.

[SEAL]

_____

By: _____
West Virginia License No. _____

---

[1]If another responsible party, such as the Issuer's attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of _____, Esq.] and delete "my firm has ascertained that".

[2]If the Rule 42 Exhibit and/or rate structure was prepared by an accountant, then insert the following: "In reliance upon the certificate of _____ of even date herewith," at the beginning of (ix).

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and
Jobs Development Council
300 Summers Street, Suite 980
Charleston, West Virginia 25301

West Virginia Water Development Authority
180 Association Drive
Charleston, West Virginia 25311

Ladies and Gentlemen:

We are bond counsel to _____ (the "Governmental Agency"), a _____.

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a loan agreement dated _____, _____, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Governmental Agency and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and (ii) the issue of a series of revenue bonds of the Governmental Agency, dated _____, _____ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are issued in the principal amount of $_____, in the form of one bond, registered as to principal and interest to the Authority, with interest and principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, beginning _____, 1, _____, and ending _____, 1, _____, as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Local Bonds.

The Local Bonds are issued for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of _____ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the bond _____ duly adopted or enacted by the Governmental Agency on _____, as supplemented by the supplemental resolution duly adopted by the Governmental Agency on _____ (collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Loan Agreement has been undertaken. The Local Bonds are subject to redemption prior

to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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

1. The Loan Agreement has been duly authorized by and executed on behalf of the Governmental Agency and is a valid and binding special obligation of the Governmental Agency, enforceable in accordance with the terms thereof.

2. The Loan Agreement inures to the benefit of the Authority and the Council and cannot be amended so as to affect adversely the rights of the Authority or the Council or diminish the obligations of the Governmental Agency without the consent of the Authority and the Council.

3. The Governmental Agency is a duly organized and validly existing _____, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt or enact the Local Act and to issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

4. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Governmental Agency and constitute valid and binding obligations of the Governmental Agency, enforceable against the Governmental Agency in accordance with their terms. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

5. The Local Bonds have been duly authorized, issued, executed and delivered by the Governmental Agency to the Authority and are valid, legally enforceable and binding special obligations of the Governmental Agency, payable from the net or gross revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the net or gross revenues of the System, all in accordance with the terms of the Local Bonds and the Local Act.

6. The Local Bonds are, by statute, exempt _____, and under existing statutes and court decisions of the United States of America, as presently written and applied, the interest on the Local Bonds is excludable from the gross income of the recipients thereof for federal income tax purposes.

No opinion is given herein as to the effect upon enforceability of the Local Bonds of bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights or in the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Local 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,

EXHIBIT C

MONTHLY FINANCIAL REPORT

Name of Governmental Agency _____
Name of Bond Issue(s) _____
Type of Project _____ **Water** _____ **Wastewater**
Fiscal Year _____ **Report Month** _____

Item	Current Month	Total Year To Date	Budget Year To Date	Budget Year To Date Minus Total Year To Date
1. Gross Revenues				
2. Operating Expenses				
3. Bond Payments:				
Type of Issue				
Clean Water SRF				
Drinking Water TRF				
Infrastructure Fund				
Water Development Authority				
Rural Utilities Service				
Economic Development Administration				
Other (Identify).				
_____				
_____				
4. Renewal and Replacement Fund Deposits				

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 1 — You will need a copy of the current fiscal year budget adopted by the Governmental Agency to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of $1,200 are anticipated to be received for the year, each month the base would be increased by $100 ($1,200/12). This is the incremental amount for the Budget Year-to-Date column.

Item 2 — Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of $900 are anticipated to be incurred for the year, each month the base would be increased by $75 ($900/12). This is the incremental amount for the Budget Year-to-Date column.

Item 3 — Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Governmental Agency according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.

Item 4 — Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are $1,200, then $30 (2.5% of $1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Governmental Agency.

The Governmental Agency must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.

EXHIBIT D

MONTHLY PAYMENT FORM

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311

Re: [Name of bond issue]

Ladies and Gentlemen:

The following deposits were made to the West Virginia Municipal Bond Commission on behalf of [Name of Governmental Agency] on [Date].

Sinking Fund:

Interest	$____
Principal	$____
Total:	$____
Reserve Account:	$____

Witness my signature this ___ day of _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds $4,130,000
Purchase Price of Local Bonds $4,130,000

The Local Bonds shall bear no interest. Commencing March 1, 2005, principal of the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

The Governmental Agency shall submit its payments monthly to the Commission which will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority.

The Local Bonds are fully registered in the name of the Authority as to interest, if any, and principal and the Local Bonds shall grant the Authority a first lien on the gross or net revenues of the Governmental Agency's system as provided in the Local Act.

The Governmental Agency may prepay the Local Bonds in full at any time at the price of par but only with the Council's written consent. The Governmental Agency shall request approval from the Authority and Council in writing of any proposed debt which will be issued by the Governmental Agency on a parity with the Local Bonds which request must be filed at least 60 days prior to the intended date of issuance.

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Governmental Agency:

Grant-Union Public Service District Sewer Revenue Bonds, Series 1986A (West Virginia Water Development Authority), dated November 6, 1986, issued in the original principal amount of $1,758,771; Grant-Union Public Service District Sewer Revenue Bonds, Series 1990A (West Virginia Water Development Authority), dated April 6, 1990, issued in the original principal amount of $285,908; and Mount Claire Road Public Service District, Series 1995 (RUS), dated April 18, 1995, issued in the original principal amount of $432,000.

Greater Harrison County Public Service District

Loan of $4,130,000
40 Years, 0% Interest Rate
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2003	-	-	-
12/01/2003	-	-	-
3/01/2004	-	-	-
6/01/2004	-	-	-
9/01/2004	-	-	-
12/01/2004	-	-	-
3/01/2005	26,818.19	-	26,818.19
6/01/2005	26,818.19	-	26,818.19
9/01/2005	26,818.19	-	26,818.19
12/01/2005	26,818.19	-	26,818.19
3/01/2006	26,818.19	-	26,818.19
6/01/2006	26,818.19	-	26,818.19
9/01/2006	26,818.19	-	26,818.19
12/01/2006	26,818.19	-	26,818.19
3/01/2007	26,818.19	-	26,818.19
6/01/2007	26,818.19	-	26,818.19
9/01/2007	26,818.19	-	26,818.19
12/01/2007	26,818.19	-	26,818.19
3/01/2008	26,818.19	-	26,818.19
6/01/2008	26,818.19	-	26,818.19
9/01/2008	26,818.19	-	26,818.19
12/01/2008	26,818.19	-	26,818.19
3/01/2009	26,818.19	-	26,818.19
6/01/2009	26,818.19	-	26,818.19
9/01/2009	26,818.19	-	26,818.19
12/01/2009	26,818.19	-	26,818.19
3/01/2010	26,818.19	-	26,818.19
6/01/2010	26,818.19	-	26,818.19
9/01/2010	26,818.19	-	26,818.19
12/01/2010	26,818.19	-	26,818.19
3/01/2011	26,818.19	-	26,818.19
6/01/2011	26,818.19	-	26,818.19
9/01/2011	26,818.19	-	26,818.19
12/01/2011	26,818.19	-	26,818.19
3/01/2012	26,818.18	-	26,818.18
6/01/2012	26,818.18	-	26,818.18
9/01/2012	26,818.18	-	26,818.18
12/01/2012	26,818.18	-	26,818.18
3/01/2013	26,818.18	-	26,818.18
6/01/2013	26,818.18	-	26,818.18
9/01/2013	26,818.18	-	26,818.18
12/01/2013	26,818.18	-	26,818.18
3/01/2014	26,818.18	-	26,818.18
6/01/2014	26,818.18	-	26,818.18
9/01/2014	26,818.18	-	26,818.18
12/01/2014	26,818.18	-	26,818.18
3/01/2015	26,818.18	-	26,818.18

Greater Harrison County Public Service District

Loan of $4,130,000
40 Years, 0% Interest Rate
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2015	26,818.18	-	26,818.18
9/01/2015	26,818.18	-	26,818.18
12/01/2015	26,818.18	-	26,818.18
3/01/2016	26,818.18	-	26,818.18
6/01/2016	26,818.18	-	26,818.18
9/01/2016	26,818.18	-	26,818.18
12/01/2016	26,818.18	-	26,818.18
3/01/2017	26,818.18	-	26,818.18
6/01/2017	26,818.18	-	26,818.18
9/01/2017	26,818.18	-	26,818.18
12/01/2017	26,818.18	-	26,818.18
3/01/2018	26,818.18	-	26,818.18
6/01/2018	26,818.18	-	26,818.18
9/01/2018	26,818.18	-	26,818.18
12/01/2018	26,818.18	-	26,818.18
3/01/2019	26,818.18	-	26,818.18
6/01/2019	26,818.18	-	26,818.18
9/01/2019	26,818.18	-	26,818.18
12/01/2019	26,818.18	-	26,818.18
3/01/2020	26,818.18	-	26,818.18
6/01/2020	26,818.18	-	26,818.18
9/01/2020	26,818.18	-	26,818.18
12/01/2020	26,818.18	-	26,818.18
3/01/2021	26,818.18	-	26,818.18
6/01/2021	26,818.18	-	26,818.18
9/01/2021	26,818.18	-	26,818.18
12/01/2021	26,818.18	-	26,818.18
3/01/2022	26,818.18	-	26,818.18
6/01/2022	26,818.18	-	26,818.18
9/01/2022	26,818.18	-	26,818.18
12/01/2022	26,818.18	-	26,818.18
3/01/2023	26,818.18	-	26,818.18
6/01/2023	26,818.18	-	26,818.18
9/01/2023	26,818.18	-	26,818.18
12/01/2023	26,818.18	-	26,818.18
3/01/2024	26,818.18	-	26,818.18
6/01/2024	26,818.18	-	26,818.18
9/01/2024	26,818.18	-	26,818.18
12/01/2024	26,818.18	-	26,818.18
3/01/2025	26,818.18	-	26,818.18
6/01/2025	26,818.18	-	26,818.18
9/01/2025	26,818.18	-	26,818.18
12/01/2025	26,818.18	-	26,818.18
3/01/2026	26,818.18	-	26,818.18
6/01/2026	26,818.18	-	26,818.18
9/01/2026	26,818.18	-	26,818.18
12/01/2026	26,818.18	-	26,818.18

Greater Harrison County Public Service District

Loan of $4,130,000
40 Years, 0% Interest Rate
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2027	26,818.18	-	26,818.18
6/01/2027	26,818.18	-	26,818.18
9/01/2027	26,818.18	-	26,818.18
12/01/2027	26,818.18	-	26,818.18
3/01/2028	26,818.18	-	26,818.18
6/01/2028	26,818.18	-	26,818.18
9/01/2028	26,818.18	-	26,818.18
12/01/2028	26,818.18	-	26,818.18
3/01/2029	26,818.18	-	26,818.18
6/01/2029	26,818.18	-	26,818.18
9/01/2029	26,818.18	-	26,818.18
12/01/2029	26,818.18	-	26,818.18
3/01/2030	26,818.18	-	26,818.18
6/01/2030	26,818.18	-	26,818.18
9/01/2030	26,818.18	-	26,818.18
12/01/2030	26,818.18	-	26,818.18
3/01/2031	26,818.18	-	26,818.18
6/01/2031	26,818.18	-	26,818.18
9/01/2031	26,818.18	-	26,818.18
12/01/2031	26,818.18	-	26,818.18
3/01/2032	26,818.18	-	26,818.18
6/01/2032	26,818.18	-	26,818.18
9/01/2032	26,818.18	-	26,818.18
12/01/2032	26,818.18	-	26,818.18
3/01/2033	26,818.18	-	26,818.18
6/01/2033	26,818.18	-	26,818.18
9/01/2033	26,818.18	-	26,818.18
12/01/2033	26,818.18	-	26,818.18
3/01/2034	26,818.18	-	26,818.18
6/01/2034	26,818.18	-	26,818.18
9/01/2034	26,818.18	-	26,818.18
12/01/2034	26,818.18	-	26,818.18
3/01/2035	26,818.18	-	26,818.18
6/01/2035	26,818.18	-	26,818.18
9/01/2035	26,818.18	-	26,818.18
12/01/2035	26,818.18	-	26,818.18
3/01/2036	26,818.18	-	26,818.18
6/01/2036	26,818.18	-	26,818.18
9/01/2036	26,818.18	-	26,818.18
12/01/2036	26,818.18	-	26,818.18
3/01/2037	26,818.18	-	26,818.18
6/01/2037	26,818.18	-	26,818.18
9/01/2037	26,818.18	-	26,818.18
12/01/2037	26,818.18	-	26,818.18
3/01/2038	26,818.18	-	26,818.18
6/01/2038	26,818.18	-	26,818.18
9/01/2038	26,818.18	-	26,818.18

Greater Harrison County Public Service District

Loan of $4,130,000
40 Years, 0% Interest Rate
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2038	26,818.18	-	26,818.18
3/01/2039	26,818.18	-	26,818.18
6/01/2039	26,818.18	-	26,818.18
9/01/2039	26,818.18	-	26,818.18
12/01/2039	26,818.18	-	26,818.18
3/01/2040	26,818.18	-	26,818.18
6/01/2040	26,818.18	-	26,818.18
9/01/2040	26,818.18	-	26,818.18
12/01/2040	26,818.18	-	26,818.18
3/01/2041	26,818.18	-	26,818.18
6/01/2041	26,818.18	-	26,818.18
9/01/2041	26,818.18	-	26,818.18
12/01/2041	26,818.18	-	26,818.18
3/01/2042	26,818.18	-	26,818.18
6/01/2042	26,818.18	-	26,818.18
9/01/2042	26,818.18	-	26,818.18
12/01/2042	26,818.18	-	26,818.18
3/01/2043	26,818.18	-	26,818.18
6/01/2043	26,818.18	-	26,818.18
Total	4,130,000.00	-	4,130,000.00

YIELD STATISTICS

Bond Year Dollars	$85,926.94
Average Life	20.806 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	1.49E-10
Bond Yield for Arbitrage Purposes	1.49E-10
All Inclusive Cost (AIC)	1.49E-10

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	20.806 Years

SCHEDULE Z

None.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 28th day of May, 2003.

CASE NO. 01-0163-PSD-CN

GREATER HARRISON COUNTY PUBLIC
SERVICE DISTRICT

Application for a certificate of convenience and necessity to extend sewer service to various areas of Harrison County.

CORRECTIVE ORDER

On October 16, 2002, a Recommended Decision was issued which, among other things, authorised the District to borrow, execute and accept the project funding package, consisting of a WVIJDC Loan of $690,000 at 0% interest for a term not to exceed 40 years; a WVIJDC Loan of $3,440,000 at 0% interest for a term not to exceed 40 years; a WVIJDC Grant of $500,000; a WVIJDC Grant of $1,275,000; and a West Virginia State Revolving Fund Loan of $1,981,154 at 0.5% interest for a term not to exceed 40 years.

On May 28, 2003, the District filed a petition to reopen this proceeding to correct a typographical error regarding the SRF loan amount in the second ordering paragraph of the Recommended Decision. Staff verbally indicated to the Executive Secretary that it agreed that a corrective order should be issued since the SRF loan amount was listed correctly in the procedural history within said order.

Based upon the foregoing, the Commission is of the opinion that a Corrective Order be issued to correct the SRF loan amount.

IT IS, THEREFORE, ORDERED that the West Virginia State Revolving Fund Loan amount is amended to read "$1,981,165.00" instead of $1,981,154.00.

IT IS FURTHER ORDERED that other than this correction regarding the SRF loan amount, the October 16, 2002, Recommended Decision shall remain in full force and effect.

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

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

FOR THE COMMISSION

Sandra Squire

SS/s
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Sandra Squire
Executive Secretary

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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: November 2, 2001

CASE NO. 96-1097-PSD-PC (Reopened)

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
Petition to reopen for Commission approval of an amendment to the engineering agreement with Thrasher Engineering.

RECOMMENDED DECISION

On November 13, 2000, the Greater Harrison County Public Service District (District or Petitioner) filed a petition for consent and approval of an amendment to an engineering agreement between it and Thrasher Engineering, Inc. (Thrasher). The amendment is for the approval of an engineering agreement for Phase I-B of a larger project. The Petitioner attached a copy of the proposed engineering agreement. The scope of the work includes engineering design, engineering during construction, construction inspection and special engineering services. The total cost for the engineering services is $500,000. The District proposes to pay for the cost of the services from the proceeds of the bonds, grants or loans obtained for the project.

On December 13, 2000, Staff filed its Initial Joint Staff Memorandum indicating that it was reviewing the agreement. Staff advised that it would be serving a data request upon the District. Staff recommended that the matter be referred to the Division of Administrative Law Judges for disposition.

On December 13, 2000, the Petitioner indicated that a typographical error appeared in the last paragraph of its petition and requested that the paragraph be amended to read as follows, "WHEREFORE, pursuant to West Virginia Code §16-13A-25, the Greater Harrison County Public Service District prays that the Public Service Commission make an Order granting prior consent and approval of the proposed Phase 1 Engineering Agreement relating to sewer service in the area of North Lost Creek, Rt. 19 North of West Milford; constructing inflow and infiltration corrections to the existing system in Laurel Valley; and constructing service building improvements at the existing Wastewater Treatment Plant in West Milford."

By Order entered December 27, 2000, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before June 11, 2001.

By Order issued February 7, 2001, Commission Staff was directed to file its substantive recommendation in this matter no later than February

Public Service Commission
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Charleston

13, 2001. Any settlement in this matter was to be filed no later than March 15, 2001, for the Administrative Law Judge's review. The Order further provided that, in the event a settlement was not reached in this matter, a hearing would be held on March 22, 2001, in Hearing Room No. 2, Public Service Commission Building, 201 Brooks Street, Charleston, West Virginia, to commence at 11:00 a.m.

On February 9, 2001, Staff filed a Status Memorandum and a Motion requesting a ninety (90) day extension of the Administrative Law Judge's decision due date.

On February 13, 2001, the Applicant filed additional information.

By Order issued February 13, 2001, the Commission extended the Administrative Law Judge's decision due date until September 10, 2001.

By Order issued February 21, 2001, the procedural schedule established in the February 7, 2001 Procedural Order was amended. The March 22, 2001 hearing was rescheduled to be held on June 14, 2001. An Order correcting a typographical error in the February 21, 2001 Order was issued April 10, 2001.

On May 8, 2001, Staff filed a Further Joint Staff Memorandum with a recommendation from the Utilities Division.

On May 18, 2001, Staff filed a motion requesting a change in the hearing date and an extension of the Administrative Law Judge's decision due date.

On May 21, 2001, Staff filed a Final Joint Staff Memorandum recommending that the petition for approval of the engineering agreement for Phase I-B of the project be denied due to uncommitted funding. Staff also made several other recommendations to the District.

By Order issued May 22, 2001, the Commission granted Staff's motion and extended the Administrative Law Judge's decision due date until December 11, 2001.

By Order issued May 25, 2001, the hearing scheduled to be held on June 14, 2001, in Charleston, West Virginia, to commence at 11:00 a.m., was cancelled and rescheduled to be held on July 11, 2001, in the County Commission Courtroom, Harrison County Courthouse, 2nd Floor, 301 West Main Street, Clarksburg, West Virginia, to commence at 9:30 a.m. The remainder of the procedural schedule established in the February 21, 2001 Procedural Order was amended as well.

On June 18, 2001, the District filed a motion for leave to file a late response to Staff's recommendation.

The hearing convened on July 11, 2001, at the Harrison County Courthouse, County Commission Courtroom, 301 West Main Street, Clarksburg, West Virginia. Thomas R. Michael, Esquire, appeared upon behalf of the District. Cecelia Jarrell, Esquire, appeared upon behalf of Commission Staff.

A transcript consisting of ninety-three pages plus a Reporter's Certificate was filed with the Commission on July 24, 2001. Also on July 24, 2001, the District filed a copy of a letter from the West Virginia Infrastructure and Jobs Development Council (WVIJDC) proposing a binding commitment from the Council for a grant of $1,275,000, in order to complete the financing of the District's project to upgrade the treatment plant and extend sewer service to 739 new customers.

On August 21, 2001, the District filed its post-hearing brief.

On September 26, 2001, the District filed a Motion to file post-hearing evidence and attached a copy of the September revision of the engineering agreement between it and Thrasher Engineering. The revised agreement reduces engineering fees to $360,900. The District also filed a binding commitment letter from the WVIJDC regarding the wastewater system project.

By Procedural Order issued October 1, 2001, Staff was advised that, if it wished to respond to the Petitioner's September 26, 2001 filing, it must do so no later than October 9, 2001. The District was directed to file any responses no later than October 19, 2001. Staff filed a Further Final Joint Staff Memorandum in response to the Petitioner's September 26, 2001 filing, on October 15, 2001. The Petitioner responded to Staff's Memorandum on October 22, 2001.

EVIDENCE

The District called as its first James C. Weimer, a Professional Engineer with the Engineering Division of the Public Service Commission. Mr. Weimer has been a registered professional engineer in West Virginia and Pennsylvania for approximately twenty years. (Tr., p. 75). His prior work experience includes being the Director of Engineering for a mining equipment manufacturer; being Chief Engineer for a mining company; and holding other engineering positions with various companies. (Tr., pp. 5-6). Staff explained the scope of the engineering agreement in this matter as "Phase I-B" of the District's project, which is improvements to the wastewater treatment plant and an extension of sewer service. Sewer service is to be extended to the North Lost Creek area. (Tr., p. 76). The engineering services involved in the agreement are related to design and engineering during construction, as well as engineering special services that affect construction and inspection. (Tr., p. 76). Mr. Weimer sponsored Staff's Final Memorandum dated May 17, 2001. Staff recommended that the petition be denied. Staff believes the project is not sufficiently funded. (Tr., pp. 7, 79; Staff Ex. No. 1). Staff's major concern with the engineering agreement is the high rates associated with the underlying project. The rate is particularly high for the District's low income areas. The low income areas make up approximately 30% of the project's new customer base. (Tr., pp. 8, 78). Staff believes RUS has not committed the funding for the project associated with the engineering agreement. (Tr., p. 15). Staff has become more concerned with a district's ability to pay because of the unavailability or dwindling amounts of grant funds to pay for major construction projects. (Tr., p. 78). Mr. Weimer attended the WVIJDC meeting and participated in the infrastructure review of the District's submission

for monies for the District's underlying project. He argued against supporting the grant to fund the District's project. The WVIJDC funding committee approved the grant, pending further WVIJDC action. (Tr., pp. 15-16).

Mr. Weimer reviewed the portion of the March 2000 copy of The Pipeline, a West Virginia Public Service Commission publication, dealing with the Engineering Division of the Public Service Commission's review process of engineering agreements. Mr. Weimer explained that an interim solution was utilized prior to the final guidelines being established for the review of engineering agreements. (Tr., pp. 16-17). The Commission's final engineering guidelines were published in the February/March 2001 addition of The Pipeline. Mr. Weimer explained that the forgiveness issue utilized by the Public Service Commission during the interim review period is no longer accepted in the agreements. Staff believes the forgiveness issue placed an unfair burden on the engineering firms. The new engineering agreement guidelines require that the utility demonstrate a financial ability to support the underlying project. (Tr., p. 18). The new guidelines were designed to insure that the districts have the ability to pay for whatever services they enlist and that the projects are economically reasonable, justified, and needed. (Tr., p. 77). Mr. Weimer acknowledged that, at the time the petition to amend the original agreement was filed, the most recent engineering agreement guidelines did not exist. The interim engineering agreement guidelines provide for the approval of an agreement containing the "deferred funding language." Mr. Weimer believes that the engineering fee should be forgiven if the project is not adequately funded. (Tr., p. 18).

The Commission has approved engineering agreements without funding commitments. Previously, water and sewer projects were funded with grant money. More recently, however, projects are resulting in increased rates because the projects are funded through loans, not grant monies. (Tr., p. 19). Mr. Weimer confirmed that the District's amended agreement contains the provision that the payment for engineering fees will be made from project funding proceeds. (Tr., pp. 19-20). He also confirmed that certain engineering agreements were being approved that contain the deferred funding language, depending upon the reviewer. (Tr., p. 20).

Staff Engineer Weimer expressed a concern that the underlying project relating to the engineering agreement may never materialize. Staff believes the rates are high and the underlying project serves an area with a relatively low income medium. (Tr., p. 20). Staff believes the project should be at least 60% grant funded in order to proceed. (Tr., pp. 20-21). Mr. Weimer opposed the specific way the project was structured because of the small amount of grant monies. (Tr., p. 21). Staff voiced a concern for an indebted project, which the ratepayers cannot support. (Tr., pp. 22-23).

Mr. Weimer participated in an Infrastructure review of the new funding scenario regarding the proposed RUS and WVIJDC grants. Staff acknowledged that certain parts of the project are valid and needed. Unfortunately, Staff believes that the current project, as structured with grant and loan funds, is still unattractive. (Tr., p. 80). Staff noted that the overall engineering costs have increased from 16% to more than 18.5%, despite the reduction in inspection and construction

engineering costs. Other costs have also increased despite the reduction in construction costs. Staff believes all design engineering fees have been left in the agreement, even though parts of the project have been eliminated. (Tr., p. 81). Staff believes that the West Virginia Division of Environmental Protection (DEP) does not have the final say on whether a project proceeds. The Commission is charged with the responsibility of looking out for the ratepayers, as well as the District. (Tr., pp. 82-83). Staff noted that engineering costs associated with the project or projects are not paid until the project is completed. Staff believes that the design engineering fees for the parts of the project which were eliminated, should be eliminated from the engineering fees. (Tr., p. 82). Staff believes that the engineering fees provided under this agreement are significantly high. (Tr., pp. 82-83). Staff expects an engineering agreement to contain 11% to 12% in engineering fees. He noted that the project costs of a recent $17,000,000 project in Dunbar contained engineering fees of approximately 9% of the total project. While that Dunbar project was very economically done, Mr. Weimer believes the District's project contains higher then expected engineering costs. (Tr., pp. 83, 86).

Staff noted that the revisions to the agreement regarding the scope and funding have not been submitted. (Tr., p. 84). Staff believes that, unless there is a significant movement in rates, it would be difficult to approve the agreement. (Tr., p. 84). Mr. Weimer testified that he would be willing to meet with the District to give it an opportunity to explain any ideas that it might have regarding reductions to the project. (Tr., p. 85). Mr. Weimer testified that he has inspected some of the areas in Harrison County which will be part of the extension. He acknowledged that it would be easier to design work around the Kanawha Valley then in the Harrison County area, which is the subject of the contract. (Tr., pp. 86-87). He noted that there were no apparent engineering errors or improper engineering activities on the surface of the contract or project. (Tr., p. 87).

The next person to testify was Kenneth P. Moran, Chief Engineer and Vice President of Thrasher Engineering. Mr. Moran explained that he was involved in the original sewer project for Grant Union Public Service District. Grant Union Public Service District was consolidated with Greater Harrison County Public Service District. The underlying project in this matter has been planned in some form since 1994. (Tr., p. 26). Mr. Moran presented an outline of the project to the Harrison County Commission because of the complexity of the consolidation of Grant Union Public Service District and Greater Harrison County Public Service District. The Harrison County Planning Commission interviewed Thrasher Engineering, pursuant to West Virginia Code Chapter 5G, regarding the Arlington/Glen Falls project in 1994. At that time, Thrasher started working on a facilities plan for the area. Mr. Moran explained that the Arlington/Glen Falls area of the project is the area referred to by Staff as the "low income area." The Arlington/Glen Falls project is a separate project from the $17 million dollar project. (Tr., pp. 27-28, 54).

In 1995, the Harrison County Planning Commission turned the Arlington/Glen Falls project over to Grant Union Public Service District to be re-advertised for engineering services. (Tr., p. 28). Sometime later, the Harrison County Commission and Grant Union Public Service

District sought engineering services for a major sewer project in and around the area of West Milford. Several engineering firms were interviewed and Thrasher was selected to do the larger project. The larger project is the $17 million project referred to in the facilities plan. The $17 million project was not funded. An engineering agreement was submitted and approved for the facilities plan, which is the original engineering agreement in this case. (Tr., p. 28). The Order approving the original engineering agreement in this case became final November 21, 1996. (Tr., p. 29; Petitioner's Ex. No. 30). In 1998, the District had to design and prepare construction services for the Arlington/Glen Falls area. Because the original project was too large, the WVIJDC and DEP determined that the project should be separated into various projects to become more fundable. The facilities plan was eventually broken down to Phase I-A and Phase I-B. Phase II was also divided into separate areas. (Tr., p. 29). The WVIJDC committed one million dollars for the wastewater treatment facility in West Milford. The treatment facility in West Milford was violating its permit. (Tr., pp. 30-31). The treatment facility was expanded to increase its capacity to treat other areas. When the facilities plan was broken down, the engineering agreements were separated into different phases to reflect each specific area. (Tr., p. 31).

The WVIJDC committed $200,000 for the Phase I-A portion of the project. The engineering agreement for Phase I-A has been approved. The engineering agreement for the Arlington/Glen Falls part of the project is pending before the Commission. The third and final portion of the project is Phase I-B, which is the engineering agreement amendment pending in this case. The project has been reduced to $12,150,000. (Tr., pp. 33-34). Specific items were deleted from the project without losing customers in order to prevent the loss of revenue. While the Laurel Valley Subdivision sewer collection system is in poor repair, that portion of the project has been deleted because its removal will not result in additional customers for the project. A shop at the treatment plant, as well as the remodeling of the District's garage, have been eliminated from the project. Mr. Moran stated that engineering fees in the Phase I-B portion of the agreement have also been reduced. (Tr., pp. 34, 44).

Mr. Moran confirmed that the District has a grant request pending before the WVIJDC funding committee. The engineering firm, accounting firm and the Harrison County Planning Commission have been working together to revise the consolidated rate. (Tr., pp. 35-37). Mr. Moran believes that, if at least one and one-half percent (1-1/2%) of the customers are what is classified as low median, the project qualifies for grant funds. (Tr., p. 37). The District is to pay Thrasher from its funding provided by SRF, WVIJDC and other State, local or federal agencies. Mr. Moran testified that the engineering firm will not bill the District until such time the project proceeds. Thrasher has agreed to defer its payment on this project because it believes that the project will proceed at some point because of the need in the area. (Tr., pp. 40-41). Mr. Moran believes that the WVIJDC's final decision about the funding of the project will be made by August 2001. (Tr., p. 42).

The project has been scaled back since Staff's Final Memorandum was filed. The maintenance building, which consisted of a 2,400 square foot

office/shop garage at the West Milford Plant site, was removed. (Tr., p. 43). Reductions in the Phase I-B project resulted in reductions in engineering fees by at least $100,000. (Tr., p. 44). The office was moved to the Quiet Dell area, instead of being located near the existing treatment plant, eliminating the remodeling costs of the existing office and the conference facility at the current treatment plant. (Tr., pp. 45-46).

A revised engineering agreement has not been filed since January 2000 of this year. However, copies of the composite report have been filed with the Commission. (Tr., p. 46). The composite project engineering report was revised June 2001, and is contained in the prefiling case. (Tr., p. 47). That information is on file with the Public Service Commission. (Tr., p. 47). The revisions reduced the cost of the project approximately $1.5 million. (Tr., pp. 47-48). The engineering fees for the Phase I-B project have been reduced, but the engineering design fees have not been reduced because, once the District purchases the drawings, the design may be utilized by the District. This agreement provides for the payment of those design fees. (Tr., p. 48). The engineering fees in the combined construction cost estimate summary filed in June 2000 are the fees for the composite project, not just for the services covered by this engineering agreement. The Phase I-B project has been reduced by approximately $140,000 from the original $500,000. (Tr., pp. 49-51, 52). The preliminary fees were covered under the original 1996 approval for a $75,000 facilities plan for the West Milford area. (Tr., p. 50). The District received a commitment letter for $3 million in the year 2000 for funding of the portion of the project identified as Phase I-B of the facilities plan. The Arlington/Glen Falls area received a Small Cities Block Grant which was supposed to be matched by a State Revolving Fund loan. The smaller projects, when combined, are closer to the original facilities plan, which has been cut from $17 million to what appears to be more than $13.6 million now. (Tr., pp. 51-52).

Any additional cuts to the Phase I-B portion of the project would lower the customer base resulting in less revenue. Mr. Moran does not believe there is anything further that can be removed from the project without cutting revenue. (Tr., p. 53). The Arlington/Glen Falls area is a tough area to install sewer lines because of the narrow roads, rough terrain and pumping system required in order to provide service. The area has package plants, but most of the residential sewage flows into the stream, resulting in a health concern. The residents of the area have been pursuing sewer service with the County Planning Commission since 1994. Raw sewage health concerns exist in the Arlington/Glen Falls area, as well as the Good Hope and North Lost Creek areas. (Tr., p. 54).

Thrasher Engineering has not been paid anything toward the fees for the engineering agreement for Phase I-B. (Tr., p. 52). Mr. Moran does not know if the project will proceed with this funding package or happen under an amended funding package, but he believes the projects will materialize. (Tr., pp. 56-57). Mr. Moran projected that the rate for a sewer project in that area would be in the $40 range. (Tr., p. 55). He acknowledged that Greater Harrison Public Service District's rates are high and currently in the top ten of the highest sewer rates in the

state, even without the project. (Tr., pp. 53-54, 55-56). Mr. Moran believes that Thrasher Engineering will not bill the District for any services until the project is funded. He believes the language in the present agreement refers to a straight deferral of payment and does not incorporate an interest rate. (Tr., pp. 56-57). Some projects take seven or eight years to materialize. Some RUS projects are not paid for a long time. (Tr., p. 58). If the Laurel Valley portion of the project ever materialized, Thrasher expects to get paid for that design. (Tr., pp. 59-60). Mr. Moran believes that Greater Harrison County Public Service District's rates are currently high enough to quality for a 0% loan and whatever grant money that can be obtained from the WVIJDC. (Tr., pp. 58-59).

The next person to testify was William L. Coffindaffer, a former County Extension Agent for West Virginia University. Mr. Coffindaffer is currently the Chairman of the Greater Harrison County Public Service District. (Tr., pp. 60-61). He has been on the board for eight to ten years. He is familiar with the past payment for engineering services and acknowledges that payment to the engineers has been deferred until the District's funding was received from the funding source. (Tr., pp. 61, 66). He was unaware of there being a problem with the Public Service Commission regarding the deferred payment method, until recently. (Tr., p. 61). A Commission Order has been entered directing the District to no longer enter into engineering agreements similar to the ones entered into in the past. (Tr., pp. 62-64). Staff recommended that the District be reprimanded in a prior filing, but the Commission did not reprimand the District for its past activities. (Tr., p. 64). Mr. Coffindaffer explained that the District has advised at least two engineering firms, Horner and Thrasher, that they are not to perform any work until the engineering agreements are approved by the Public Service Commission. He does not believe that the District has continued its former practices. (Tr., pp. 64-65).

Mr. Coffindaffer has been on the Board since the development of the sewer expansion. (Tr., p. 66). The sewer project materialized because of requests from the people in the area. The original project was a Grant Union Public Service District project. (Tr., p. 67). The first Public Service Commission filings were in 1996. Grant Union Public Service District was a separate public service district at that time. Three water districts and two sewer districts were combined to become the Greater Harrison County Public Service District. (Tr., pp. 67-68). The topography of the area is not conducive to septic tanks. Therefore, many customers were not being provided with adequate sewer service. The public has requested sewer service, especially in and around Milford and Route 19. (Tr., p. 68). Mr. Coffindaffer believes that the customers are somewhat aware of the cost of the project, because they know their present costs. He believes customers realize that costs are going to increase. (Tr., pp. 68-69). While no public meetings have been conducted to explain the level of the sewer rates, the Chairman believes that word-of-mouth in the area has given the customers an idea of the cost of receiving sewer service. (Tr., p. 70). He believes the cost cannot be covered by the existing customer base under the existing rates. (Tr., p. 73).

Mr. Coffindaffer was not aware that the design fees of the project have not been reduced, even though portions of the project have been eliminated. However, he believes that the engineering firm should be paid for work that it has done. He explained that many things have occurred that caused elimination of some of the phases of the project, and that the consolidation has led to the elimination of certain phases of the project. (Tr., pp. 71-72). When questioned whether Mr. Coffindaffer believes that Thrasher should get paid if the projects are never built, he indicated that he would follow Thrasher's recommendation. He noted that Thrasher has an agreement with the Board that it will be paid when the work is done. The Chairman, like Mr. Moran, believes the work will eventually occur. (Tr., p. 73). Mr. Coffindaffer testified that, as a Board Member, he is satisfied with the work that has been provided by Thrasher. He believes the District published and conducted interviews, pursuant to West Virginia Code Chapter 5G. (Tr., p. 74).

Exhibits were marked and received into evidence and a briefing schedule was established. The matter was submitted for a decision, pending the receipt of post-hearing documentation. (Tr., pp. 89-91, 92-93).

DISCUSSION

While the undersigned Administrative Law Judge acknowledges Staff's concerns in this matter, she agrees with the District that this petition, as amended, should be approved. The District followed the guidelines in existence at the time of the filing and full funding commitments have since been filed. The final approval of any project remains in the application process. This filing needs to proceed to accommodate that process.

Staff's principal concern appears to be the rates to be charged after construction of the underlying project, which Staff believes will be too high. However, that is an issue for the certificate application, not the engineering agreement. The underlying project is fully funded and the engineering agreement provides that payment for engineering fees will come out of project funding. Therefore, there should be no concern that, if the project is not certificated and ultimately does not receive this funding, the District's customers will be expected to pay these engineering fees.

FINDINGS OF FACT

1. On November 13, 2000, the Greater Harrison County Public Service District filed a petition for consent and approval of an amendment to an engineering agreement between the District and Thrasher Engineering. The amendment is for the approval of an engineering agreement for Phase I-B of a large project. (See, Filing).

2. The Greater Harrison County Public Service District requested an amendment to its November 13, 2000 filing for the approval of the proposed Phase 1 Engineering Agreement relating to sewer service in the area of North Lost Creek, Rt. 19 North of West Milford; constructing inflow and infiltration corrections to the existing system in Laurel Valley; and constructing service building improvements at the existing

Wastewater Treatment Plant in West Milford, with reduced engineering fees. (See, Revised September 2000 Agreement for Engineering Services, filed September 26, 2001).

3. Staff opposed approval of the amendment to the engineering agreement upon the belief that the District does not have sufficient funding for Phase I-B of the underlying project. (See, Further Joint Staff Memorandum received May 8, 2001; Final Joint Staff Memorandum received May 21, 2001).

4. Staff acknowledged that the District's amended agreement provides for the engineering fees to be paid from project fund proceeds and that other engineering agreements have been approved by the Public Service Commission containing deferred payment language. (Tr., pp. 19-20).

5. Thrasher Engineering has agreed to defer payment of the agreement until the project is funded. (Tr., pp. 40-41).

6. Any portions deleted from the project and not funded will not be paid by the District. (See, Petitioner's Response to Final Joint Staff Memorandum received October 22, 2001).

7. The West Virginia Infrastructure and Jobs Development Council provided a binding commitment letter for Wastewater System Project 975-310/985-420 regarding a loan in the amount of $4,130,000; a grant in the amount of $1,775,000; a Clean Water State Revolving Funds in the amount of $4,745,000; and a Small Cities Block Grant in the amount of $1,500,000, which funding included Phase I-B of the District's project. (See, correspondence received September 26, 2001).

8. Upon review of the post-hearing filings, Commission Staff recommended that the engineering agreement be revised to remove the engineering fees for the parts of the project that have been deleted. (See, Tr., p. 82; Further Final Joint Staff Memorandum received October 15, 2001).

CONCLUSION OF LAW

It is reasonable to approve the petition filed on November 13, 2000, by Greater Harrison County Public Service District, as amended December 13, 2000 filing, Kenneth Moran's testimony of July 11, 2001, confirming the engineering firm's willingness to defer the engineering fees, if necessary, the Revised September 2001 Agreement for Engineering Services between the Greater Harrison County Public Service District and Thrasher Engineering, Inc., received September 26, 2001, and the District's filing of October 22, 2001.

ORDER

IT IS, THEREFORE, ORDERED that the petition filed by the Greater Harrison County Public Service District on November 13, 2000, as revised on December 13, 2000, July 11, September 26 and October 22, 2001, for the consent and approval of an engineering agreement between it and Thrasher Engineering, Inc., for engineering services for Phase I-B of a project

relating to sewer services in the area of North Lost Creek, Route 19, north of West Milford; design (only) inflow and infiltration corrections to the existing system in Laurel Valley; and design (only) service building improvements at the existing wastewater treatment plant in West Milford be, and hereby is, approved, as amended. Approval of the agreement does not constitute approval of the underlying project and does not constitute waiver of any statutory requirements for the project such as prefiling and certification.

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

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 of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

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

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

Susan A. Murensky

Susan A. Murensky
Administrative Law Judge

SAM:dfs
961097af.wpd

West Virginia Infrastructure & Jobs Development Council

Public Members:
Russell L. Isaacs, Chairman
Cottageville
Henry Harmon
Hurricane
Dwight Calhoun
Petersburg
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Katy Mallory, P
Executive Secretar

KMallory@ezwv.co

June 6, 2002

Mr. William Coffindaffer, Chairman
Greater Harrison County Public Service District
P.O. Box 190
West Milford, West Virginia 26451

Re: Binding Commitment Letter - Revised
Wastewater system project
Project 97S-313

Dear Mr. Coffindaffer:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") has reviewed the Greater Harrison County Public Service District's (the "District") request for revision to the Infrastructure Council's binding commitment offer of September 6, 2001 to the District for financing its wastewater project. At its June 5, 2002 meeting, the Infrastructure Council voted to revise the binding commitment as shown on the attached proposed Schedule A. The only change in funding is decreasing the Clean Water State Revolving Fund loan from $4,745,000 to $1,981,165 and removing the $1,500,000 Small Cities Block Grant as such funding is for the Arlington/Glen Falls portion of the project which will proceed separately. Please contact Katy Mallory if you have any questions concerning this matter.

Sincerely,

Russell L. Isaacs

RLI/km
Attachment
NOTE: This letter is sent in triplicate. Please acknowledge receipt on two copies and immediately return two copies to the Infrastructure Council.

Greater Harrison County Public Service District

By William L. Coffindaffer

Its: Chairman

Date: 6/13/02

cc: Ken Moran, Thrasher Engineering
Samme Gee, Jackson & Kelly
Mike Johnson, DEP
John Stump, Steptoe & Johnson

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Greater Harrison Public Service District
Wastewater Project
Project 97S-313
June 6, 2002

SCHEDULE A - Revised

A.	Approximate Amount:	$4,130,000	Loan
		$1,775,000	Grant
B.	Loan:	$4,130,000	
	1. Maturity Date:		40 years from date of closing.
	2. Interest Rate:		0%
	3. Loan Advancement Date(s)		Monthly, upon receipt of proper requisition
	4. Debt Service Commencement:		The first quarter following completion of construction, which date must be identified prior to closing.
	5. Special Conditions:		None
C.	Grant:	$1,775,000	
	1. Grant Advancement Date(s)		Monthly, upon receipt of proper requisition and after all other funding is expended except to the extent that the funds are needed for costs not eligible under the CWSRF program.
	2. Special Conditions:		None

NOTICE: The terms set forth above are subject to change following the receipt of construction bids.

D.	Other Funding Sources:	
	CWSRF	$ 1,981,165
E.	Total Project Cost:	$ 7,886,165
F.	Proposed User rates:	approximately $ 46 / 4500 gallon

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On this 26th day of June, 2003, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Chairman of Greater Harrison County Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), of the Issuer, in the principal amount of $1,981,165, numbered AR-1 (the "Series 2003 A Bonds"), and the Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), of the Issuer, in the principal amount of $4,130,000, numbered BR-1 (the "Series 2003 B Bonds"), both issued as a single, fully registered Bond, and both dated June 26, 2003.

2. At the time of such receipt, all the Series 2003 A Bonds and the Series 2003 B Bonds had been executed by the Chairman and the 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 Authority, as the original purchaser of the Series 2003 A Bonds, of $181,070, being a portion of the principal amount of the Series 2003 A Bonds. The balance of the principal amount of the Series 2003 A Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

4. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2003 B Bonds, of $807,957, being a portion of the principal amount of the Series 2003 B Bonds. The balance of the principal amount of the Series 2003 B Bonds will be advanced by the Authority and the West Virginia Infrastructure and Jobs Development Council to the Issuer as acquisition and construction of the Project progresses.

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: Barbara B Meadows
Its: Authorized Representative

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

By: William L. Coffindaffer
Its: Chairman

06/13/03
352650.00001

AGENCY: ENVIRONMENTAL PROTECTION
TOTAL: $181,070.00

WARRANT #: 1-1463652
DATE: 06/19/03

TRANACTION ID	INVOICE NUMBER &	PAYEE REFERENCE	PURCHASE ORDER	AMOUNT
I005924097 1	053103, C544259			$181,070.00

If you have questions concerning the above, please call 304-759-0507.

REMOVE DOCUMENT ALONG THIS PERFORATION

CTL#12635405

THIS WARRANT HAS MULTIPLE SECURITY FEATURES TO DETER FRAUD AND COUNTERFEITING
VOID UNLESS PRESENTED FOR PAYMENT WITHIN SIX MONTHS

State of West Virginia

Important remittance information on top panel
Remitter: ENVIRONMENTAL PROTECTION
Questions? Contact: MARK DOYLE at 304-759-0507

STATE WARRANT # **1-1463652**

JUNE 19, 2003

PAYEE GREATER HARRISON CO PSD

**********$181,070.00**

1-1463652

WEST VIRGINIA TREASURY

John D Perdue
STATE TREASURER

Glen B Gainer III
AUDITOR

⑈1463652⑈ ⑆051902322⑆ 52705378 22⑈

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

The Huntington National Bank,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

On this 26th day of June, 2003, there are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of Greater Harrison County Public Service District Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), in the principal amount of $1,981,165 (the "Series 2003 A Bonds"), and Bond No. BR-1, constituting the entire original issue of Greater Harrison County Public Service District Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), in the principal amount of $4,130,000 (the "Series 2003 B Bonds"), both dated June 26, 2003 (collectively, the "Bonds"), executed by the Chairman and Secretary of Greater Harrison County Public Service District (the "Issuer") and bearing the official seal of the Issuer, respectively authorized to be issued under and pursuant to a Bond Resolution duly adopted by the Issuer on June 18, 2003, and a Supplemental Resolution duly adopted by the Issuer on June 18, 2003 (collectively, the "Bond Legislation");

(2) A copy of the Bond Legislation authorizing the above-captioned Bonds, duly certified by the Secretary of the Issuer;

(3) Executed counterparts of a bond purchase agreement for the Series 2003 A Bonds, dated May 13, 2003, by and among the Issuer, the West Virginia Water Development Authority (the

"Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "Bond Purchase Agreement"), and a loan agreement for the Series 2003 B Bonds, dated June 26, 2003, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") (the "Loan Agreement") (collectively, the Bond Purchase Agreement and the Loan Agreement are referred to as the "Loan Agreements"); and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the Loan Agreements and the Bonds.

You are hereby requested and authorized to deliver the Series 2003 A Bonds to the Authority upon payment to the Issuer of the sum of $181,070, representing a portion of the principal amount of the Series 2003 A Bonds. You are also hereby requested and authorized to deliver the Series 2003 B Bonds to the Authority upon payment to the Issuer of the sum of $807,957, representing a portion of the principal amount of the Series 2003 B Bonds. Prior to such delivery of the Bonds, you will please cause the Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon.

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Dated as of the day and year first written above.

GREATER HARRISON COUNTY PUBLIC
SERVICE DISTRICT

By: William L. Coffindaffer
Its: Chairman

06/13/03
354650.00001

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2003 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $1,981,165

KNOW ALL MEN BY THESE PRESENTS: That GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of ONE MILLION NINE HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS ($1,981,165), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2005, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2005, as set forth on said EXHIBIT B.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated May 13, 2003.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); (ii) to fully fund the Series 2003 A Bonds Reserve Account and the Series 2003 B Bonds Reserve Account; and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions

thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on June 18, 2003, and a Supplemental Resolution duly adopted by the Issuer on June 18, 2003 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1986 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,758,771 (THE "SERIES 1986 A BONDS"); (2) SEWER REVENUE BONDS, SERIES 1990 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $285,908 (THE "SERIES 1990 A BONDS"); (3) SEWER REVENUE BONDS, SERIES 1995 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED APRIL 18, 1995, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $432,000 (THE "SERIES 1995 BONDS"); AND (4) SEWER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 26, 2003, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,130,000 (COLLECTIVELY, THE "FIRST LIEN BONDS") AND SENIOR AND PRIOR TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1986 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $431,387 (THE "SERIES 1986 B BONDS") AND SEWER REVENUE BONDS, SERIES 1990 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $13,342 (THE "SERIES 1990 B BONDS") (COLLECTIVELY, THE "SECOND LIEN BONDS"). THE SERIES 1986 A BONDS, THE SERIES 1990 A BONDS, THE SERIES 1995 BONDS, THE SERIES 1986 B BONDS AND THE SERIES 1990 B BONDS ARE REFERRED TO AS THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2003 B Bonds and the First Lien Bonds and senior and prior to the Second Lien Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2003 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2003 A Bonds Reserve Account and unexpended

proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Series 2003 B Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2003 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Series 2003 B Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated June 26, 2003.

[SEAL]

Chairman

ATTEST:

Secretary

SPECIMEN

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2003 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 26, 2003.

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

SPECIMEN

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$ 181,070	June 26, 2003	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

Greater Harrison County Public Service District

Loan of $1,981,165
40 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2003	-	-	-
12/01/2003	-	-	-
3/01/2004	-	-	-
6/01/2004	-	-	-
9/01/2004	-	-	-
12/01/2004	-	-	-
3/01/2005	12,865.00	-	12,865.00
6/01/2005	12,865.00	-	12,865.00
9/01/2005	12,865.00	-	12,865.00
12/01/2005	12,865.00	-	12,865.00
3/01/2006	12,865.00	-	12,865.00
6/01/2006	12,865.00	-	12,865.00
9/01/2006	12,865.00	-	12,865.00
12/01/2006	12,865.00	-	12,865.00
3/01/2007	12,865.00	-	12,865.00
6/01/2007	12,865.00	-	12,865.00
9/01/2007	12,865.00	-	12,865.00
12/01/2007	12,865.00	-	12,865.00
3/01/2008	12,865.00	-	12,865.00
6/01/2008	12,865.00	-	12,865.00
9/01/2008	12,865.00	-	12,865.00
12/01/2008	12,865.00	-	12,865.00
3/01/2009	12,865.00	-	12,865.00
6/01/2009	12,865.00	-	12,865.00
9/01/2009	12,865.00	-	12,865.00
12/01/2009	12,865.00	-	12,865.00
3/01/2010	12,865.00	-	12,865.00
6/01/2010	12,865.00	-	12,865.00
9/01/2010	12,865.00	-	12,865.00
12/01/2010	12,865.00	-	12,865.00
3/01/2011	12,865.00	-	12,865.00
6/01/2011	12,865.00	-	12,865.00
9/01/2011	12,865.00	-	12,865.00
12/01/2011	12,865.00	-	12,865.00
3/01/2012	12,865.00	-	12,865.00
6/01/2012	12,865.00	-	12,865.00
9/01/2012	12,865.00	-	12,865.00
12/01/2012	12,865.00	-	12,865.00
3/01/2013	12,865.00	-	12,865.00
6/01/2013	12,865.00	-	12,865.00
9/01/2013	12,865.00	-	12,865.00
12/01/2013	12,865.00	-	12,865.00
3/01/2014	12,865.00	-	12,865.00
6/01/2014	12,865.00	-	12,865.00
9/01/2014	12,865.00	-	12,865.00
12/01/2014	12,865.00	-	12,865.00
3/01/2015	12,865.00	-	12,865.00

Greater Harrison County Public Service District

Loan of $1,981,165
40 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2015	12,865.00	-	12,865.00
9/01/2015	12,865.00	-	12,865.00
12/01/2015	12,865.00	-	12,865.00
3/01/2016	12,865.00	-	12,865.00
6/01/2016	12,865.00	-	12,865.00
9/01/2016	12,865.00	-	12,865.00
12/01/2016	12,865.00	-	12,865.00
3/01/2017	12,865.00	-	12,865.00
6/01/2017	12,865.00	-	12,865.00
9/01/2017	12,865.00	-	12,865.00
12/01/2017	12,865.00	-	12,865.00
3/01/2018	12,865.00	-	12,865.00
6/01/2018	12,865.00	-	12,865.00
9/01/2018	12,865.00	-	12,865.00
12/01/2018	12,865.00	-	12,865.00
3/01/2019	12,865.00	-	12,865.00
6/01/2019	12,865.00	-	12,865.00
9/01/2019	12,865.00	-	12,865.00
12/01/2019	12,865.00	-	12,865.00
3/01/2020	12,865.00	-	12,865.00
6/01/2020	12,865.00	-	12,865.00
9/01/2020	12,865.00	-	12,865.00
12/01/2020	12,865.00	-	12,865.00
3/01/2021	12,865.00	-	12,865.00
6/01/2021	12,865.00	-	12,865.00
9/01/2021	12,865.00	-	12,865.00
12/01/2021	12,865.00	-	12,865.00
3/01/2022	12,865.00	-	12,865.00
6/01/2022	12,865.00	-	12,865.00
9/01/2022	12,865.00	-	12,865.00
12/01/2022	12,865.00	-	12,865.00
3/01/2023	12,865.00	-	12,865.00
6/01/2023	12,865.00	-	12,865.00
9/01/2023	12,865.00	-	12,865.00
12/01/2023	12,865.00	-	12,865.00
3/01/2024	12,865.00	-	12,865.00
6/01/2024	12,865.00	-	12,865.00
9/01/2024	12,865.00	-	12,865.00
12/01/2024	12,865.00	-	12,865.00
3/01/2025	12,865.00	-	12,865.00
6/01/2025	12,865.00	-	12,865.00
9/01/2025	12,865.00	-	12,865.00
12/01/2025	12,865.00	-	12,865.00
3/01/2026	12,865.00	-	12,865.00
6/01/2026	12,865.00	-	12,865.00
9/01/2026	12,865.00	-	12,865.00
12/01/2026	12,865.00	-	12,865.00

Greater Harrison County Public Service District

Loan of $1,981,165
40 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2027	12,865.00	-	12,865.00
6/01/2027	12,865.00	-	12,865.00
9/01/2027	12,865.00	-	12,865.00
12/01/2027	12,865.00	-	12,865.00
3/01/2028	12,865.00	-	12,865.00
6/01/2028	12,865.00	-	12,865.00
9/01/2028	12,865.00	-	12,865.00
12/01/2028	12,865.00	-	12,865.00
3/01/2029	12,865.00	-	12,865.00
6/01/2029	12,865.00	-	12,865.00
9/01/2029	12,865.00	-	12,865.00
12/01/2029	12,865.00	-	12,865.00
3/01/2030	12,865.00	-	12,865.00
6/01/2030	12,865.00	-	12,865.00
9/01/2030	12,865.00	-	12,865.00
12/01/2030	12,865.00	-	12,865.00
3/01/2031	12,865.00	-	12,865.00
6/01/2031	12,865.00	-	12,865.00
9/01/2031	12,865.00	-	12,865.00
12/01/2031	12,865.00	-	12,865.00
3/01/2032	12,865.00	-	12,865.00
6/01/2032	12,864.00	-	12,864.00
9/01/2032	12,864.00	-	12,864.00
12/01/2032	12,864.00	-	12,864.00
3/01/2033	12,864.00	-	12,864.00
6/01/2033	12,864.00	-	12,864.00
9/01/2033	12,864.00	-	12,864.00
12/01/2033	12,864.00	-	12,864.00
3/01/2034	12,864.00	-	12,864.00
6/01/2034	12,864.00	-	12,864.00
9/01/2034	12,864.00	-	12,864.00
12/01/2034	12,864.00	-	12,864.00
3/01/2035	12,864.00	-	12,864.00
6/01/2035	12,864.00	-	12,864.00
9/01/2035	12,864.00	-	12,864.00
12/01/2035	12,864.00	-	12,864.00
3/01/2036	12,864.00	-	12,864.00
6/01/2036	12,864.00	-	12,864.00
9/01/2036	12,864.00	-	12,864.00
12/01/2036	12,864.00	-	12,864.00
3/01/2037	12,864.00	-	12,864.00
6/01/2037	12,864.00	-	12,864.00
9/01/2037	12,864.00	-	12,864.00
12/01/2037	12,864.00	-	12,864.00
3/01/2038	12,864.00	-	12,864.00
6/01/2038	12,864.00	-	12,864.00
9/01/2038	12,864.00	-	12,864.00

Greater Harrison County Public Service District

Loan of $1,981,165
40 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2038	12,864.00	-	12,864.00
3/01/2039	12,864.00	-	12,864.00
6/01/2039	12,864.00	-	12,864.00
9/01/2039	12,864.00	-	12,864.00
12/01/2039	12,864.00	-	12,864.00
3/01/2040	12,864.00	-	12,864.00
6/01/2040	12,864.00	-	12,864.00
9/01/2040	12,864.00	-	12,864.00
12/01/2040	12,864.00	-	12,864.00
3/01/2041	12,864.00	-	12,864.00
6/01/2041	12,864.00	-	12,864.00
9/01/2041	12,864.00	-	12,864.00
12/01/2041	12,864.00	-	12,864.00
3/01/2042	12,864.00	-	12,864.00
6/01/2042	12,864.00	-	12,864.00
9/01/2042	12,864.00	-	12,864.00
12/01/2042	12,864.00	-	12,864.00
3/01/2043	12,864.00	-	12,864.00
6/01/2043	12,864.00	-	12,864.00
Total	**1,981,165.00**	**-**	**1,981,165.00 ***

***Plus $1,246.25 one-half percent administrative fee paid quarterly. Total fee paid over life of loan is $191,922.50.**

YIELD STATISTICS

Bond Year Dollars	$41,268.15
Average Life	20.830 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	1.68E-10
Bond Yield for Arbitrage Purposes	1.68E-10
All Inclusive Cost (AIC)	0.4632591%

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	20.830 Years

(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:

_____

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
SEWER REVENUE BOND, SERIES 2003 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1 $4,130,000

KNOW ALL MEN BY THESE PRESENTS: That GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of FOUR MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS ($4,130,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2005, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated June 26, 2003.

This Bond is issued (i) to pay in full the entire outstanding principal of, all interest accrued on, if any, and the administrative fee for the Issuer's Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund); (ii) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16,

SPECIMEN

Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on June 18, 2003, and a Supplemental Resolution duly adopted by the Issuer on June 18, 2003 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1986 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,758,771 (THE "SERIES 1986 A BONDS"); (2) SEWER REVENUE BONDS, SERIES 1990 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $285,908 (THE "SERIES 1990 A BONDS"); (3) SEWER REVENUE BONDS, SERIES 1995 (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED APRIL 18, 1995, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $432,000 (THE "SERIES 1995 BONDS"); AND (4) SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 26, 2003, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,130,000 (COLLECTIVELY, THE "FIRST LIEN BONDS"); AND SENIOR AND PRIOR TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1986 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $431,387 (THE "SERIES 1986 B BONDS") AND SEWER REVENUE BONDS, SERIES 1990 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $13,342 (THE "SERIES 1990 B BONDS") (COLLECTIVELY, THE "SECOND LIEN BONDS"). THE SERIES 1986 A BONDS, THE SERIES 1990 A BONDS, THE SERIES 1995 BONDS, THE SERIES 1986 B BONDS AND THE SERIES 1990 B BONDS ARE REFERRED TO AS THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2003 A Bonds and the First Lien Bonds and senior and prior to the Second Lien Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2003 B Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2003 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered

SPECIMEN

thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Series 2003 A Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2003 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Series 2003 A Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated June 26, 2003.

[SEAL]

Chairman

SPECIMEN

ATTEST:

Secretary

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2003 B 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 26, 2003.

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

SPECIMEN

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$807,957	June 26, 2003	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $

EXHIBIT B

Greater Harrison County Public Service District

Loan of $4,130,000
40 Years, 0% Interest Rate
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2003	-	-	-
12/01/2003	-	-	-
3/01/2004	-	-	-
6/01/2004	-	-	-
9/01/2004	-	-	-
12/01/2004	-	-	-
3/01/2005	26,818.19	-	26,818.19
6/01/2005	26,818.19	-	26,818.19
9/01/2005	26,818.19	-	26,818.19
12/01/2005	26,818.19	-	26,818.19
3/01/2006	26,818.19	-	26,818.19
6/01/2006	26,818.19	-	26,818.19
9/01/2006	26,818.19	-	26,818.19
12/01/2006	26,818.19	-	26,818.19
3/01/2007	26,818.19	-	26,818.19
6/01/2007	26,818.19	-	26,818.19
9/01/2007	26,818.19	-	26,818.19
12/01/2007	26,818.19	-	26,818.19
3/01/2008	26,818.19	-	26,818.19
6/01/2008	26,818.19	-	26,818.19
9/01/2008	26,818.19	-	26,818.19
12/01/2008	26,818.19	-	26,818.19
3/01/2009	26,818.19	-	26,818.19
6/01/2009	26,818.19	-	26,818.19
9/01/2009	26,818.19	-	26,818.19
12/01/2009	26,818.19	-	26,818.19
3/01/2010	26,818.19	-	26,818.19
6/01/2010	26,818.19	-	26,818.19
9/01/2010	26,818.19	-	26,818.19
12/01/2010	26,818.19	-	26,818.19
3/01/2011	26,818.19	-	26,818.19
6/01/2011	26,818.19	-	26,818.19
9/01/2011	26,818.19	-	26,818.19
12/01/2011	26,818.19	-	26,818.19
3/01/2012	26,818.18	-	26,818.18
6/01/2012	26,818.18	-	26,818.18
9/01/2012	26,818.18	-	26,818.18
12/01/2012	26,818.18	-	26,818.18
3/01/2013	26,818.18	-	26,818.18
6/01/2013	26,818.18	-	26,818.18
9/01/2013	26,818.18	-	26,818.18
12/01/2013	26,818.18	-	26,818.18
3/01/2014	26,818.18	-	26,818.18
6/01/2014	26,818.18	-	26,818.18
9/01/2014	26,818.18	-	26,818.18
12/01/2014	26,818.18	-	26,818.18
3/01/2015	26,818.18	-	26,818.18

Greater Harrison County Public Service District

Loan of $4,130,000
40 Years, 0% Interest Rate
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2015	26,818.18	-	26,818.18
9/01/2015	26,818.18	-	26,818.18
12/01/2015	26,818.18	-	26,818.18
3/01/2016	26,818.18	-	26,818.18
6/01/2016	26,818.18	-	26,818.18
9/01/2016	26,818.18	-	26,818.18
12/01/2016	26,818.18	-	26,818.18
3/01/2017	26,818.18	-	26,818.18
6/01/2017	26,818.18	-	26,818.18
9/01/2017	26,818.18	-	26,818.18
12/01/2017	26,818.18	-	26,818.18
3/01/2018	26,818.18	-	26,818.18
6/01/2018	26,818.18	-	26,818.18
9/01/2018	26,818.18	-	26,818.18
12/01/2018	26,818.18	-	26,818.18
3/01/2019	26,818.18	-	26,818.18
6/01/2019	26,818.18	-	26,818.18
9/01/2019	26,818.18	-	26,818.18
12/01/2019	26,818.18	-	26,818.18
3/01/2020	26,818.18	-	26,818.18
6/01/2020	26,818.18	-	26,818.18
9/01/2020	26,818.18	-	26,818.18
12/01/2020	26,818.18	-	26,818.18
3/01/2021	26,818.18	-	26,818.18
6/01/2021	26,818.18	-	26,818.18
9/01/2021	26,818.18	-	26,818.18
12/01/2021	26,818.18	-	26,818.18
3/01/2022	26,818.18	-	26,818.18
6/01/2022	26,818.18	-	26,818.18
9/01/2022	26,818.18	-	26,818.18
12/01/2022	26,818.18	-	26,818.18
3/01/2023	26,818.18	-	26,818.18
6/01/2023	26,818.18	-	26,818.18
9/01/2023	26,818.18	-	26,818.18
12/01/2023	26,818.18	-	26,818.18
3/01/2024	26,818.18	-	26,818.18
6/01/2024	26,818.18	-	26,818.18
9/01/2024	26,818.18	-	26,818.18
12/01/2024	26,818.18	-	26,818.18
3/01/2025	26,818.18	-	26,818.18
6/01/2025	26,818.18	-	26,818.18
9/01/2025	26,818.18	-	26,818.18
12/01/2025	26,818.18	-	26,818.18
3/01/2026	26,818.18	-	26,818.18
6/01/2026	26,818.18	-	26,818.18
9/01/2026	26,818.18	-	26,818.18
12/01/2026	26,818.18	-	26,818.18

Greater Harrison County Public Service District

Loan of $4,130,000
40 Years, 0% Interest Rate
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2027	26,818.18	-	26,818.18
6/01/2027	26,818.18	-	26,818.18
9/01/2027	26,818.18	-	26,818.18
12/01/2027	26,818.18	-	26,818.18
3/01/2028	26,818.18	-	26,818.18
6/01/2028	26,818.18	-	26,818.18
9/01/2028	26,818.18	-	26,818.18
12/01/2028	26,818.18	-	26,818.18
3/01/2029	26,818.18	-	26,818.18
6/01/2029	26,818.18	-	26,818.18
9/01/2029	26,818.18	-	26,818.18
12/01/2029	26,818.18	-	26,818.18
3/01/2030	26,818.18	-	26,818.18
6/01/2030	26,818.18	-	26,818.18
9/01/2030	26,818.18	-	26,818.18
12/01/2030	26,818.18	-	26,818.18
3/01/2031	26,818.18	-	26,818.18
6/01/2031	26,818.18	-	26,818.18
9/01/2031	26,818.18	-	26,818.18
12/01/2031	26,818.18	-	26,818.18
3/01/2032	26,818.18	-	26,818.18
6/01/2032	26,818.18	-	26,818.18
9/01/2032	26,818.18	-	26,818.18
12/01/2032	26,818.18	-	26,818.18
3/01/2033	26,818.18	-	26,818.18
6/01/2033	26,818.18	-	26,818.18
9/01/2033	26,818.18	-	26,818.18
12/01/2033	26,818.18	-	26,818.18
3/01/2034	26,818.18	-	26,818.18
6/01/2034	26,818.18	-	26,818.18
9/01/2034	26,818.18	-	26,818.18
12/01/2034	26,818.18	-	26,818.18
3/01/2035	26,818.18	-	26,818.18
6/01/2035	26,818.18	-	26,818.18
9/01/2035	26,818.18	-	26,818.18
12/01/2035	26,818.18	-	26,818.18
3/01/2036	26,818.18	-	26,818.18
6/01/2036	26,818.18	-	26,818.18
9/01/2036	26,818.18	-	26,818.18
12/01/2036	26,818.18	-	26,818.18
3/01/2037	26,818.18	-	26,818.18
6/01/2037	26,818.18	-	26,818.18
9/01/2037	26,818.18	-	26,818.18
12/01/2037	26,818.18	-	26,818.18
3/01/2038	26,818.18	-	26,818.18
6/01/2038	26,818.18	-	26,818.18
9/01/2038	26,818.18	-	26,818.18

Greater Harrison County Public Service District

Loan of $4,130,000
40 Years, 0% Interest Rate
Closing Date: June 26, 2003

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2038	26,818.18	-	26,818.18
3/01/2039	26,818.18	-	26,818.18
6/01/2039	26,818.18	-	26,818.18
9/01/2039	26,818.18	-	26,818.18
12/01/2039	26,818.18	-	26,818.18
3/01/2040	26,818.18	-	26,818.18
6/01/2040	26,818.18	-	26,818.18
9/01/2040	26,818.18	-	26,818.18
12/01/2040	26,818.18	-	26,818.18
3/01/2041	26,818.18	-	26,818.18
6/01/2041	26,818.18	-	26,818.18
9/01/2041	26,818.18	-	26,818.18
12/01/2041	26,818.18	-	26,818.18
3/01/2042	26,818.18	-	26,818.18
6/01/2042	26,818.18	-	26,818.18
9/01/2042	26,818.18	-	26,818.18
12/01/2042	26,818.18	-	26,818.18
3/01/2043	26,818.18	-	26,818.18
6/01/2043	26,818.18	-	26,818.18
Total	**4,130,000.00**	**-**	**4,130,000.00**

YIELD STATISTICS

Bond Year Dollars	$85,926.94
Average Life	20.806 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	1.49E-10
Bond Yield for Arbitrage Purposes	1.49E-10
All Inclusive Cost (AIC)	1.49E-10

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	20.806 Years

(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:

_____

06/23/03
352650.00001

CH608086.1

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW
Clarksburg Charleston Morgantown Martinsburg Wheeling Parkersburg

Bank One Center, Seventh Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoelaw.com

Writer's Contact Information

June 26, 2003

Greater Harrison County Public Service District
Sewer Revenue Bonds, Series 2003 A
(West Virginia SRF Program)

Greater Harrison Public Service District
West Milford, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Greater Harrison County Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its $1,981,165 Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a bond purchase agreement dated May 13, 2003, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Bond Purchase Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, bearing no interest, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2005, and maturing June 1, 2043, all as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Bonds.

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 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); (ii) funding the Series 2003 A Bonds

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Reserve Account and the Series 2003 B Bonds Reserve Account; and (iii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on June 18, 2003, as supplemented by a Supplemental Resolution duly adopted by the Issuer on June 18, 2003 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Bond Purchase Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Bond Purchase Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Bond Purchase Agreement 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 a duly created and validly existing public service district, public corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt the Bond Legislation and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The Bond Purchase Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the DEP and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Issuer without the written consent of the Authority and the DEP.

3. The Bond Legislation and all other necessary orders and resolutions have been duly and effectively adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Bond Purchase Agreement.

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's First Lien Bonds and Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), issued concurrently herewith in the original aggregate principal amount of $4,130,000 and senior and prior to the Second Lien Bonds, all in accordance with the terms of the Bonds and the Bond Legislation.

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

6. The Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from the 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.

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the Bond Purchase Agreement and the Bond Legislation, 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 and the application of equitable remedies in appropriate cases.

We have examined the executed and authenticated Bond numbered AR-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

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW
Clarksburg Charleston Morgantown Martinsburg Wheeling Parkersburg

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Writer's Contact Information

June 26, 2003

Greater Harrison County Public Service District
Sewer Revenue Bonds, Series 2003 B
(West Virginia Infrastructure Fund)

Greater Harrison County Public Service District
West Milford, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Greater Harrison County Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its $4,130,000 Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated June 26, 2003, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, bearing no interest, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2005, and maturing June 1, 2043, all as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

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 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying in full the entire outstanding principal of, all interest accrued on, if any, and the administrative fee for the Issuer's Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund); (ii) paying a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); and (iii) paying certain costs of issuance and related costs.

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We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on June 18, 2003, as supplemented by a Supplemental Resolution duly adopted by the Issuer on June 18, 2003 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement 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 a duly created and validly existing public service district, public corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt the Bond Legislation and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The Loan Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the Council and cannot be amended by the Issuer so as to affect adversely the rights of the Authority and the Council or diminish the obligations of the Issuer without the written consent of the Authority and the Council.

3. The Bond Legislation and all other necessary orders and resolutions have been duly and effectively adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's First Lien Bonds and the Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), issued concurrently herewith in the original aggregate principal amount of $1,981,165 and senior and prior to the Second Lien Bonds, all in accordance with the terms of the Bonds and the Bond Legislation.

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

6. The Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from the 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.

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the Loan Agreement and the Bond Legislation, 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 and the application of equitable remedies in appropriate cases.

We have examined the executed and authenticated Bond numbered BR-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

LAW OFFICES

MICHAEL and KUPEC
228 COURT STREET
CLARKSBURG, WEST VIRGINIA, 26301

THOMAS W. KUPEC
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June 25, 2003

Greater Harrison County Public Service District
Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

Greater Harrison County Public Service District
West Milford, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Steptoe & Johnson PLLC
Clarksburg, West Virginia

Ladies and Gentlemen:

I am counsel to Greater Harrison County Public Service District, a public service district, in Harrison County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, a bond purchase agreement for the Series 2003 A Bonds dated May 13, 2003, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection ("DEP"), a loan agreement for the Series 2003 B Bonds dated June 26, 2003, including all schedules and exhibits attached thereto, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") (collectively, the "Loan Agreements"), the Bond Resolution

duly adopted by the Issuer on June 18, 2003, as supplemented by the Supplemental Resolution duly adopted by the Issuer on June 18, 2003 (collectively, the "Bond Legislation"), orders of The County Commission of Harrison County relating to the Issuer and the appointment of members of the Public Service Board of the Issuer, and other documents, papers, agreements, instruments and certificates relating to the above-captioned Bonds of the Issuer (collectively, the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreements when used herein.

I am of the opinion that:

1. The Issuer is duly created and validly existing as a public service district and as a public corporation and political subdivision of the State of West Virginia.

2. The Loan Agreements have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding agreements of the Issuer enforceable in accordance with their terms.

3. The members and officers of the Public Service Board of the Issuer have been duly, lawfully and properly appointed and elected, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.

4. The Bond Legislation has been duly adopted by the Issuer and is in full force and effect.

5. The execution and delivery of the Bonds and the Loan Agreements and the consummation of the transactions contemplated by the Bonds, the Loan Agreements 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 by which the Issuer or its properties are bound or any existing law, regulation, court order or consent decree to which the Issuer is subject.

6. The Issuer has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Issuer, the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders, certificates and approvals from The County Commission of Harrison County, the DEP, the Council and the Public Service Commission of West Virginia, and has taken any

other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges. The Issuer has received the Final Order of the Public Service Commission of West Virginia entered on November 5, 2002 and the Commission Corrective Order entered on May 28, 2003, correcting a typographical error, in Case No. 01-0163-PSD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the rates and charges for the System and the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof without any appeal. The time for appeal of the May 28, 2003 Corrective Order has not expired prior to the date hereof. Staff of the Public Service Commission of West Virginia has issued a letter stating that they do not intend to appeal the Corrective Order. The Issuer has certified that it does not intend to appeal the Corrective Order. Such Order is not subject to any appeal, further hearing, reopening or rehearing by any customer, protestant, intervenor or other person not a party to such Corrective Order.

7. The Issuer has duly published a notice of the acquisition and construction of the Project, the issuance of the Bonds and related matters, as required under Chapter 16, Article 13A, Section 25 of the West Virginia Code of 1931, as amended, and has duly complied with the provisions thereof.

8. To the best of my knowledge, there is no litigation, 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 Loan Agreements, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefor.

9. I have ascertained that all successful bidders have made the required provisions for all insurance and payment and performance bonds and verified such insurance policies and bonds for accuracy. Based upon my review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, I am of the opinion that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Legislation and the Loan Agreements; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Yours truly,

Thomas R. Michael

Thomas R. Michael

LAW OFFICES

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June 25, 2003

West Virginia Infrastructure & Jobs Development Council
300 Summers Street, Suite 980
Charleston, WV 25301

Department of Environmental Protection
Division of Water Resources, Construction Assistance Programs
1560 Kanawha Boulevard East
Charleston, WV 25311

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311

Re: Greater Harrison County Public Service District
Wastewater Treatment Plant Upgrade and Line Extension Project
IJDC No. 97S-313
SRF No. C-544249

FINAL TITLE OPINION

Ladies and Gentlemen:

This firm represents the Greater Harrison County Public Service District with regard to a proposed project to construct a wastewater treatment plant upgrade and sewer line extension in Southern Harrison County, and provides this final title opinion on behalf of the Greater Harrison County Public Service District to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council and the West Virginia Department of Environmental Protection with regard to the Infrastructure Fund and State Revolving Fund financing proposed for the Project. Please be advised of the following:

1. That I am of the opinion that the Greater Harrison County Public Service District is a duly created and existing public service district possessed with all the powers and authority granted to public service districts under the laws of the State of West Virginia and has the full power and authority to construct, operate and maintain the Project as approved by the Department of Environmental Protection.

2. That the Greater Harrison County Public Service District has obtained approval for all necessary permits and approvals for the construction of the Project.

3. That I have investigated and ascertained the location of and am familiar with the legal description of the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by Thrasher Engineering, the consulting engineers for the Project.

4. That I have examined the records on file in the Office of the Clerk of the County Commission of Harrison County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Greater Harrison County Public Service District has acquired legal title or such other estate or interest in all of the necessary site components for the Project, including all easements and/or rights-of-way, with the exception of those listed in Paragraph 5, sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed.

5. The following listed properties are to be acquired by eminent domain and the necessary filings have been made in the Office of the Clerk of the Circuit Court of Harrison County, West Virginia, to permit the Greater Harrison County Public Service District a right of entry for the purpose of construction, operation and maintenance of the Project on the subject properties. The title of the Greater Harrison County Public Service District thereto is defeasible in the event Greater Harrison County Public Service District does not satisfy any resulting judgment and/or award in the proceedings for acquisition of said properties, and our certification is subject to the following pending litigation:

Name	Tax Map	Parcel(s)
The Unknown Heirs of Mabel Aretha Straight	424	22
The Unknown Heirs of Mary Allen	2001	44
Thomas and Pleasie Turner	404	31
Dorothy Sue Marple	407	39
Michael and Rebecca Venettozzi	407	34.1

Juliet Somers	424	48.3
David Gullo and Brenda Fragmin	366	26.3
Bradford and Sandra Simons	407	47
Pauline Stark	365 385	38 12

6. All deeds, easements and rights of way which have been acquired to date by the Greater Harrison County Public Service District have been duly recorded in the aforesaid Clerk's Office in order to protect the legal title to and interest of the Greater Harrison County Public Service District.

If you have any questions regarding any of the information contained in this preliminary title opinion, please contact this office.

Yours truly,

Thomas R. Michael

cc: William Coffindaffer, Chairman, Greater Harrison County Public Service District
John Stump, Esq., Steptoe & Johnson
Kenneth P. Moran, Thrasher Engineering

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENTS
11. RATES
12. PUBLIC SERVICE COMMISSION ORDER
13. SIGNATURES AND DELIVERY
14. BOND PROCEEDS
15. PUBLICATION OF NOTICE OF BORROWING AND PSC FILING
16. SPECIMEN BONDS
17. CONFLICT OF INTEREST
18. CLEAN WATER ACT
19. GRANT
20. PROCUREMENT OF ENGINEERING SERVICES
21. INTERMUNICIPAL AGREEMENT
22. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Greater Harrison County Public Service District in Harrison County, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify in connection with the Issuer's Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), and Series 2003 B (West Virginia Infrastructure Fund), both dated the date hereof (collectively, 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 meaning as set forth in the Bond Resolution of the Issuer duly adopted June 18, 2003, and the Supplemental Resolution duly adopted June 18, 2003 (collectively, 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 issuance, sale or delivery of the Bonds, the acquisition or construction of the Project, the operation of the System, the receipt of Grant proceeds or the Net Revenues, or in any way contesting or affecting the validity of the Bonds or the Grants, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the acquisition and construction of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Gross Revenues or the pledge of the Net Revenues as security for the Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable and necessary approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Bonds have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer since the approval, execution and delivery by the Issuer of the Loan Agreements, and the Issuer has met all conditions prescribed in the Loan Agreements. The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete the Project.

Following the refunding of the Prior Notes, there are outstanding obligations of the Issuer (those issued under it prior name, Grant-Union Public Service District and those assumed from merging with Mount Clare Road Public Service District, hereinafter collectively, the "Prior Bonds") which are designated and have the lien positions with respect to the Net Revenues of the merged sewerage system of the Issuer as follows:

Designation	Lien Position
(1) Grant-Union Public Service District Sewer Revenue Bonds, Series 1986 A (West Virginia Water Development Authority), dated November 6, 1986, issued in the original aggregate principal amount of $1,758,771 (the "Series 1986 A Bonds").	First Lien
(2) Grant-Union Public Service District Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated April 6, 1990, issued in the original aggregate principal amount of $285,908 (the "Series 1990 A Bonds").	First Lien
(3) Mount Clare Road Public Service District Sewer Revenue Bonds, Series 1995 (United States Department of Agriculture), dated April 18, 1995, issued in the original aggregate principal amount of $432,000 (the "Series 1995 Bonds").	First Lien
(4) Grant-Union Public Service District Sewer Revenue Bonds, Series 1986 B (West Virginia Water Development Authority), dated November 6, 1986, issued in the original aggregate principal amount of $431,387 (the "Series 1986 B Bonds").	Second Lien
(5) Grant-Union Public Service District Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated April 6, 1990, issued in the original aggregate principal amount of $13,342 (the "Series 1990 B Bonds").	Second Lien

The Series 1986 A Bonds, Series 1990 A Bonds and the Series 1995 Bonds are hereinafter collectively called the "First Lien Bonds." The Series 1986 B Bonds and the Series 1990 B Bonds are hereinafter called the "Second Lien Bonds." The First Lien Bonds are secured by a first lien on and a pledge of the Net Revenues of the System, on a parity with each other, which lien and pledge are senior and prior to the lien on the Net Revenues

of the System of the Second Lien Bonds. The First Lien Bonds and Second Lien Bonds are sometimes hereinafter collectively referred to as the "Prior Bonds."

The Series 2003 Bonds shall be issued on a parity with the First Lien Bonds with respect to liens, pledge and source of and security for payment and in all respects. The Issuer has obtained (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the First Lien Bonds are met, (ii) the written consent of certain of the Holders of the First Lien Bonds to the issuance of the Series 2003 Bonds on a parity with the First Lien Bonds, and (iii) the written consent of the Holders of the Second Lien Bonds to the issuance of the Series 2003 Bonds senior and prior to the Second Lien Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

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, supplemented or changed in any way unless modification appears from later documents also listed below:

Bond Resolution

Supplemental Resolution

Series 2003 A Bond Purchase Agreement

Series 2003 B Bond Loan Agreement

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders Creating and Enlarging the Boundaries of the District and Public Service Commission Order relating thereto

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Affidavit of Publication on Borrowing

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Resolution and Supplemental Resolution

NPDES Permit

Infrastructure Fund Grant Agreement

Evidence of Insurance

Treatment Agreement with the City of Clarksburg

Receipt of Payment of Prior Notes

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Greater Harrison County Public Service District." The Issuer is a public service district and public corporation duly created by The County Commission of Harrison County and presently existing under the laws of, and a public corporation and political subdivision of, the State of West Virginia. The governing body of the Issuer is its Public Service Board consisting of 5 duly appointed, qualified and acting members whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
William L. Coffindaffer	December 9, 1997	December 9, 2003
Evan Hugus	December 19, 1997	December 19, 2003
Gregory D. Robertson	August 12, 2002	August 12, 2008
James L. Scudere	January 16, 2001	January 16, 2006
William J. Derrickson	January 16, 2001	September 14, 2005

The names of the duly elected and/or appointed, qualified and acting officers of the Public Service Board of the Issuer for the calendar year 2003 are as follows:

Chairperson	-	William L. Coffindaffer
Secretary	-	Gregory D. Robertson
Treasurer	-	Evan Hugus

The duly appointed and acting counsel to the Issuer is Michael & Kupec, in Clarksburg, West Virginia.

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

8. MEETINGS, ETC.: All actions, ordinances, 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 and the System 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 Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly 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. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. All insurance for the System required by the Bond Legislation and Loan Agreements is in full force and effect.

10. LOAN AGREEMENTS: As of the date hereof, (i) the representations of the Issuer contained in the respective Loan Agreements are true and correct in all material respects as if made on the date hereof; (ii) the Loan Agreements do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) to the best knowledge of the undersigned, no event affecting the Issuer has occurred since the dates of the Loan Agreements which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information in the Loan Agreements not misleading; and (iv) the Issuer is in compliance with all covenants, terms and representations in the Loan Agreements.

11. RATES: The Issuer has received the Final Order of the Public Service Commission of West Virginia entered on November 5, 2002, in Case No. 01-0163-PSD-CN, approving the rates and charges for the services of the System, and has adopted a

resolution prescribing such rates and charges. The rates will be effective when the Project is substantially complete.

12. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Final Order of the Public Service Commission of West Virginia entered on November 5, 2002, and Commission Corrective Order entered on May 28, 2003, correcting a typographical error, in Case No. 01-0163-PSD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the rates and charges for the System and the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof without any appeal. The time for appeal of the May 28, 2003 Corrective Order has not expired prior to the date hereof. Staff of the Public Service Commission of West Virginia has issued a letter stating that they do not intend to appeal the Corrective Order. The Issuer hereby certifies that it does not intend to appeal such Order. Such Corrective Order is not subject to any appeal, further hearing, reopening or rehearing by any customer, protestant, intervenor or other person not a party to such Corrective Order.

13. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Chairman did officially sign all of the Bonds of the aforesaid issue, consisting upon original issuance of a single Bond for each series, numbered AR-1 and BR-1, respectively, all dated the date hereof, by his or her manual signature, and the undersigned Secretary did officially cause the official seal of the Issuer to be affixed upon said Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Bonds to a representative of the Authority as the original purchaser of the Bonds under the Loan Agreements. Said official seal is also impressed above the signatures appearing on this certificate.

14. BOND PROCEEDS: On the date hereof, the Issuer received $181,070 from the Authority and the DEP, being a portion of the principal amount of the Series 2003 A Bonds. On the date hereof, the Issuer also received $807,957 from the Authority and the Council, being a portion of the principal amount of the Series 2003 B Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

15. PUBLICATION OF NOTICE OF BORROWING AND PSC FILING: The Issuer has published any required notice with respect to, among other things, the acquisition and construction of the Project, anticipated user rates and charges, the issuance of the Bonds and filing of a formal application for a certificate of public convenience and necessity with the Public Service Commission of West Virginia, in accordance with Chapter 16, Article 13A, Section 25 of the Official West Virginia Code of 1931, as amended.

16. SPECIMEN BONDS: Delivered concurrently herewith are true and accurate specimens of the Bonds.

17. CONFLICT OF INTEREST: No 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, 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.

18. CLEAN WATER ACT: The Project as described in the Bond Resolution complies with Sections 208 and 303(e) of the Clean Water Act.

19. GRANT: As of the date hereof, the grant from the West Virginia Infrastructure Fund in the amount of $1,775,000 is committed and in full force and effect.

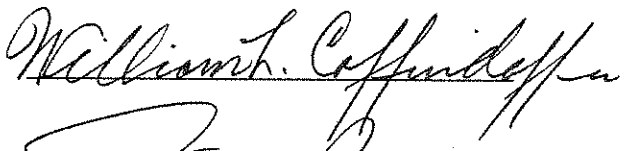
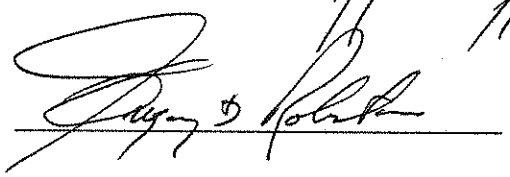
20. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds.

21. INTERGOVERNMENTAL AGREEMENT: The Issuer hereby certifies that it will promptly and diligently seek to obtain the approval from the West Virginia Public Service Commission of the sewage treatment agreement between the Issuer and the City of Clarksburg regarding an extended term equal to term of the Series 2003 A Bonds and the Series 2003 B Bonds prior to 50% of the proceeds of the Series 2003 A Bonds and the Series 2003 B Bonds being disbursed.

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

WITNESS our signatures and the official seal of GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT on this 26th day of June, 2003.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
	Chairman
	Secretary
_____	Counsel to Issuer

06/18/03
352650.00001

WITNESS our signatures and the official seal of GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT on this 26th day of June, 2003.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
_____	Secretary
Thomas R. Michael	Counsel to Issuer

06/20/03
352650.00001

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

CERTIFICATE OF ENGINEER

I, H. Wood Thrasher, Registered Professional Engineer, West Virginia License No. 9478, of Thrasher Engineering, Inc., Clarksburg, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain improvements and extensions (the "Project") to the existing public sewerage facilities (the "System") of Greater Harrison County Public Service District (the "Issuer") to be constructed primarily in Harrison County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (collectively, the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Resolution adopted by the Issuer on June 18, 2003, the Bond Purchase Agreement for the Series 2003 A Bonds, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), dated May 13, 2003, and the Loan Agreement for the Series 2003 B Bonds, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated June 26, 2003 (collectively, the Bond Purchase Agreement and the Loan Agreement are referred to as the "Loan Agreements").

2. The Series 2003 A Bonds are being issued for the purposes of (i) paying a portion of the costs of acquisition and construction of the Project;(ii) funding the Series 2003 A Bonds Reserve Account and the Series 2003 B Bonds Reserve Account; and (iii) paying certain costs of issuance of the Bonds and related costs.

3. The Series 2003 B Bonds are being issued for the purposes of (i) paying in full the entire outstanding principal of, all interest accrued on, if any, and the administrative fee for the Issuer's Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund); (ii) paying a portion of the costs of acquisition and construction of the Project; and (iii) paying certain costs of issuance and related costs.

4. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and the Council and any change orders approved by the Issuer, the Council, the DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least forty years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and the Issuer's counsel, Thomas Michael, Esq., has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain the critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (ix) in reliance upon the certificate of the Issuer's certified public accountant, Tetrick & Bartlett, PLLC, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreements; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

WITNESS my signature and seal on this 26th day of June, 2003.

THRASHER ENGINEERING, INC.

(SEAL)

H. Wood Thrasher, P.E.
West Virginia License No. 9478

06/20/03
306370/98001

GREATER HARRISON PSD
WV INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL SCHEDULE "B"
(REPLACEMENT FORM FOR SRF SCHEDULE "A")

A. Cost of Project	Total	IJDC	CWSRF
1. Construction (Based on Actual Bids)			
Contract 1 Phase 1A	3,255,723.00	3,255,723.00	
Contract 2 Phase 1A	1,285,000.00	896,057.00	388,943.00
Contract 1 Phase 1B	685,821.00		685,821.00
Contract 2 Phase 1B	292,204.00		292,204.00
2. Technical Services			
Design*	277,750.00	277,750.00	
Engineering During Construction	98,500.00	98,500.00	
Inspection	367,000.00	367,000.00	
Special Services	318,220.00	318,220.00	
Other Engineering***	46,300.00	46,300.00	
3. Legal & Fiscal			
a. Legal	125,000.00	125,000.00	
b. Accounting	25,000.00	25,000.00	
4. Administrative			
a. Region (Labor Compliance)	25,000.00	25,000.00	
b. PSD	20,000.00	20,000.00	
5. Sites and Other Lands	170,000.00	170,000.00	
6. Design Loan Repayment (IJDC)	206,000.00	206,000.00	
7. Interim Financing Costs	-		
8. Contingency (7.85%)	435,214.00		435,214.00
9. Miscellaneous	-		
a. Electrical Services	25,000.00	25,000.00	
b. Highway Permit & Bond	25,000.00	25,000.00	
c. WVDEP E & S Permits	4,200.00	4,200.00	
10. Total of Lines 1 through 9	7,686,932.00	5,884,750.00	1,802,182.00
B. Sources of Funds			
11. Federal Grants:			
12. State Grants (IJDC)	1,775,000.00	1,775,000.00	
13. Other Grants			
14. Any Other Source	-		
15. Total of Lines 11 through 14	-		
16. Net Proceeds Required from Bond Issue (Line 10 minus Line 15)	5,911,932.00	4,109,750.00	1,802,182.00
C. Cost of Financing			
17. Funded Reserve Account **			
a. CWSRF Funded Reserve	51,460.00		51,460.00
b. IJDC Funded Reserve	107,273.00		107,273.00
18. Other Costs	-		
a. Bond Counsel	40,000.00	20,000.00	20,000.00
b. Bank Registrar Fee	500.00	250.00	250.00
19. Total Cost of Financing (Lines 17 and 18)	199,233.00	20,250.00	178,983.00
20. Size of Bond Issue (Line 17 plus Line 19)	6,111,165.00	4,130,000.00	1,981,165.00

Wm. C. Hoover
GOVERNMENTAL AGENCY

DATE: 6/27/03

CONSULTING ENGINEER

DATE: 6/26/03

*Design was $470,000.00- shown is amount minus $192,250.00 from IJDC design loan. Bond Counsel 47,500 minus 7,500 from IJDC Design loan, Registrar Fee was 750 minus 250 from IJDC Design Loan.

**Funded Reserve Based on a 38 year payback

***Requires Amendment

T&B

Tetrick & Bartlett, PLLC
Certified Public Accountants
Consultants

122 N. Oak St. • PO Box 1916 • Clarksburg, WV 26302-1916 • (304) 624-5564 • Fax: (304) 624-5582 • E-mail: TBCPA@tetrickbartlett.com

June 26, 2003

Greater Harrison County Public Service District
Sewer Revenue Bonds, Series 2003 A
(West Virginia SRF Program)
and
Sewer Revenue Bonds, Series 2003 B
(West Virginia Infrastructure Fund)

Greater Harrison County Public Service District
West Milford, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

West Virginia Division of Environmental Protection
Charleston, West Virginia

Based upon the sewer rates and charges set forth in the Recommended Decision entered October 16, 2002 of the Public Service Commission of West Virginia in Case No. 01-0163-PSD-CN, and projected operation and maintenance expenses and anticipated customer usage as furnished to us by Greater Harrison County Public Service District (the "Issuer"), it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Issuer, will (i) provide for all reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each Fiscal Year equal to at least 115% of the maximum amount required in any Fiscal Year for payment of principal of and interest on the Series 2003 A Bonds and Series 2003 B Bonds and all other obligations secured by or payable from such revenues, including the Issuer's (a) Sewer Revenue Bonds, Series 1986 A (West Virginia Water Development Authority); (b) Sewer Revenue Bonds, Series 1986 B (West Virginia Water Development Authority); (c) Sewer Revenue Bonds, Series 1990 A (West Virginia

Water Development Authority);(d) Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority); and (e) Sewer Revenue Bonds, Series 1995 (United States Department of Agriculture) (collectively, the "Prior Bonds").

It is further our opinion that (i) the Net Revenues for the Fiscal Year following the year in which the Series 2003 A Bonds and Series 2003 B Bonds are issued will be at least 115% of the average annual debt service on the Prior Bonds, the Series 2003 A Bonds and the Series 2003 B Bonds and that (ii) the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2003 A Bonds and Series 2003 B Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2003 A Bonds and Series 2003 B Bonds, are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest on the Prior Bonds, the Series 2003 A Bonds and the Series 2003 B Bonds.

Very truly yours,

Tetrick & Bartlett, PLLC

TETRICK & BARTLETT, PLLC

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Chairman of the Public Service Board of Greater Harrison County Public Service District in Harrison County, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of $1,981,165 Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), and $4,130,000 Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), of the Issuer, both dated June 26, 2003 (collectively, the "Bonds"), hereby certify as follows:

1. I am one of the officers of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Resolution duly adopted by the Issuer on June 18, 2003 (the "Bond Resolution"), authorizing the Bonds.

2. This certificate may be relied upon as the certificate of the Issuer.

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on June 26, 2003, the date on which the Bonds are being physically delivered in exchange for an initial advance of $181,070, being a portion of the principal amount of the Series 2003 A Bonds, and $807,957, being a portion of the principal amount of the Series 2003 B Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Resolution pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority"), the West Virginia Department of Environmental Protection (the "DEP") or the West Virginia Infrastructure and

Jobs Development Council (the "Council"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2003 A Bonds were sold on June 26, 2003, to the Authority, pursuant to a bond purchase agreement dated May 13, 2003, by and among the Issuer, the Authority and the DEP, for an aggregate purchase price of $1,981,165 (100% of par), at which time, the Issuer received $181,070 from the Authority and the DEP, being the first advance of the principal amount of the Series 2003 A Bonds. No accrued interest has been or will be paid on the Series 2003 A Bonds. The balance of the principal amount of the Series 2003 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2003 B Bonds were sold on June 26, 2003, to the Authority, pursuant to a loan agreement dated June 26, 2003, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of $4,130,000 (100% of par), at which time, the Issuer received $807,957 from the Authority and the Council, being the first advance of the principal amount of the Series 2003 B Bonds. No accrued interest has been or will be paid on the Series 2003 B Bonds. The balance of the principal amount of the Series 2003 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

7. The Series 2003 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); (ii) fully funding the Series 2003 A Bonds Reserve Account and the Series 2003 B Bonds Reserve Account; and (iii) paying certain costs of issuance and related costs.

8. The Series 2003 B Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying in full the entire outstanding principal of, all interest accrued, if any, and the administrative fee for the Issuer's Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund) (the "Series 2000 A Note"); (ii) paying a portion of the costs of acquisition and construction of the Project; and (iii) paying certain costs of issuance and related costs.

9. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Bonds on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project and the allocation of the net sale proceeds of the Bonds to expenditures of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2003 A Bonds Reserve Account, if any, all of the proceeds from the sale of the Bonds, together with any

investment earnings thereon, will be expended for payment of costs of the Project on or before February 26, 2005. The acquisition and construction of the Project is expected to be completed by November 1, 2004.

10. The total cost of the Project is estimated at $7,886,165. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2003 A Bonds	$1,981,165
Proceeds of the Series 2003 B Bonds	$4,130,000
Infrastructure Fund Grant	$1,775,000
Total Sources	$7,886,165

USES

Costs of Acquisition and Construction of the Project	$7,480,932.00
Refunding Series 2000 A Note	206,000.00
Fund Series 2003 A Bonds Reserve Account	$ 51,460.00
Fund Series 2003 B Bonds Reserve Account	$ 107,273.00
Costs of Issuance	$ 40,500.00
Total Uses	7,886,165.00

11. Pursuant to Article V of the Bond Resolution, the following special funds or accounts have been created or continued relative to the Series 2003 Bonds:

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Depreciation Reserve;

(4) Series 2003 A Bonds Construction Trust Fund;

(5) Series 2003 B Bonds Construction Trust Fund;

(6) Series 2003 A Bonds Sinking Fund;

(7) Series 2003 A Bonds Reserve Account;

(8) Series 2003 B Bonds Sinking Fund; and

(9) Series 2003 B Bonds Reserve Account.

12. Pursuant to Article VI of the Bond Resolution, the proceeds of the Bonds will be deposited as follows:

(1) Series 2003 A Bond proceeds in the amount of $-0- will be deposited in the Series 2003 A Bonds Sinking Fund as capitalized interest and applied to payment of interest on the Series 2003 A Bonds during acquisition and construction of the Project and for a period not to exceed six months following completion thereof.

(2) Series 2003 B Bond proceeds in the amount of $-0- will be deposited in the Series 2003 B Bonds Sinking Fund as capitalized interest and applied to payment of interest on the Series 2003 B Bonds during acquisition and construction of the Project and for a period not to exceed six months following completion thereof.

(3) Series 2003 A Bonds proceeds in the amount of $51,460 will be deposited in the Series 2003 A Bonds Reserve Account.

(4) Series 2003 A Bonds proceeds in the amount of $107,273 will be deposited in the Series 2003 B Bonds Reserve Account.

(5) Series 2003 B Bonds proceeds in the amount of $206,000 will pay the entire outstanding principal of, all accrued interest on and the administrative fee for the Series 2000 A Note on the date hereof.

(6) The balance of the proceeds of the Series 2003 A Bonds will be deposited in the Series 2003 A Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2003 A Bonds and related costs.

(7) The balance of the proceeds of the Series 2003 B Bonds will be deposited in the Series 2003 B Bonds Construction Trust Fund as received from time to time and applied solely to

payment of costs of the Project, including costs of issuance of the Series 2003 B Bonds and related costs.

13. Monies held in the Series 2003 A Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2003 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2003 A Bonds Sinking Fund and Series 2003 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2003 A Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Resolution.

14. Monies held in the Series 2003 B Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2003 B Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2003 B Bonds Sinking Fund and Series 2003 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2003 B Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Resolution.

15. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 17 months of the date hereof.

16. The Issuer will take such steps as requested by the Authority to ensure that the Authority's bonds meet the requirements of the Code.

17. With the exception of the amount deposited in the Series 2003 A Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2003 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 20 months from the date of issuance thereof.

18. With the exception of the amount deposited in the Series 2003 B Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2003 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 20 months from the date of issuance thereof.

19. The Issuer does not expect to sell or otherwise dispose of the Project in whole or in part prior to the last maturity date of the Bonds.

20. The amount designated as costs of issuance of the Bonds consists only of costs which are directly related to and necessary for the issuance of the Bonds.

21. All property financed with the proceeds of the Bonds will be owned and held by (or on behalf of) a qualified governmental unit.

22. No proceeds of the Bonds will be used, directly or indirectly, in any trade or business carried on by any person who is not a governmental unit.

23. The original proceeds of the Bonds will not exceed the amount necessary for the purposes of the issue.

24. The Issuer shall use the Bond proceeds solely for the costs of the Project, and the Project will be operated solely for a public purpose as a local governmental activity of the Issuer.

25. The Bonds are not federally guaranteed.

26. The Issuer has retained the right to amend the Bond Resolution authorizing the issuance of the Bonds if such amendment is necessary to assure that the Bonds remain public purpose bonds.

27. The Issuer has either (a) funded the Series 2003 A Bonds Reserve Account and Series 2003 B Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due, respectively, on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2003 A Bonds Reserve Account and Series 2003 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2003 A Bonds Reserve Account and Series 2003 B Bonds Reserve Account hold an amount equal to the maximum amount of principal and interest which will mature and become due, respectively, on the Bonds in the then current or any succeeding year. Monies in the Series 2003 A Bonds Reserve Account, the Series 2003 B Bonds Reserve Account, the Series 2003 A Bonds Sinking Fund and the Series 2003 B Bonds Sinking Fund will be used solely to pay principal of and interest on each series of the Bonds and will not be available to pay costs of the Project.

28. There are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Bonds, (b) are to be sold pursuant to a common plan of financing together with the Bonds and (c) will be paid out of substantially the same sources of funds of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Bonds.

29. To the best of my knowledge, information and belief, there are no other facts, estimates and circumstances which would materially change the expectations herein expressed.

30. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding use and investment of proceeds of the Bonds, rebates and rebate calculations.

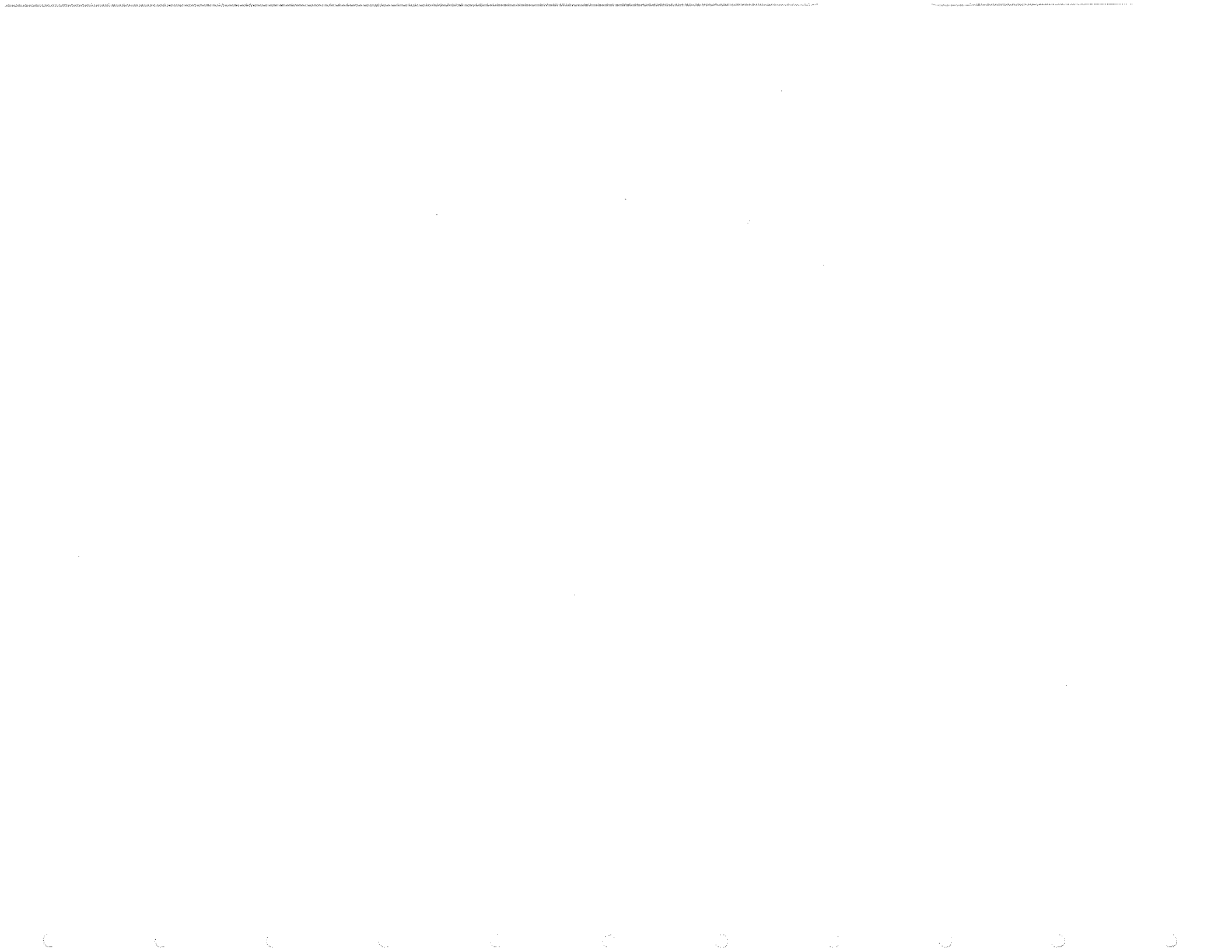
31. To the best of my knowledge, information and belief, the foregoing expectations are reasonable.

WITNESS my signature on this 26the day of June, 2003.

GREATER HARRISON COUNTY PUBLIC
SERVICE DISTRICT

By: William L. Caffrey
Its: Chairman

06/13/03
306370/98001



from which they seek appointment and that they are both persons of good moral character. It is therefore ordered that the said Melvin Clemans and Carrol Lee Crites be and they are hereby granted certificates upon which to obtain the appointment of ;the office of Notary Public.

Harry L. Bartlett Granted Minister's License

Upon application of Harry L. Bartlett, who proved to the satisfaction of the Commission that he is an ordained minister of the Light house Gospel Center, Inc., Tulsa, Oklahoma, ihois ordered that the said Harry L. Bartlett, who was ordained on the 10th day of October, 1975, be and he is hereby granted a license to solemnize the rites of marriage in all of the counties of the State of West Virginia, as provided by chapter 48,oartide 1, Section 12-A, of the West Virginia Code, as amended, no bond was required said Harry L. Bartlett presenting to the Commission proof of his ordination by said church.

It is ordered that the Commission be adjourned ;until Tuesday, Decembe 16th, 1975 at 10:00 o'clock

_____, President

Tuesday, December 16th, 1975

The Commission sat pursuant to its adjournment on Monday, December 15th, 1975

Present: Daniel L. McCarthy, President

James E. Boyce, Commissioner

ORDERS—Commissioners Harrison County Court, ...

Session Held Tuesday, December 16th, 1975

Grant-Union Public Service District Created

STATE OF WEST VIRGINIA.

At a regular Term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners Daniel L. McCarthy and James E. Boyce, a majority of the members being present thereat, on the 16th day of December, 1975, the following order was made and entered, to-wit:

GRANT-UNION PUBLIC SERVICE DISTRICT:

At a regular Term of the County Commission of Harrison County, held at the Courthouse of said County, Commissioners Daniel L. McCarthy and James E. Boyce, a majority of the members being present thereat, on the 16th day of December, 1975, being the date fixed by prior action of the County Commission for conducting the public hearing on the creation of the proposed Grant-Union Public Service District, as contemplated and provided for in a resolution and order adopted by the County Commission on the 10th day of November, 1975, the President announced that due publication of notice of such public hearing, in accordance with said order, had been made in the Clarksburg Exponent on Wednesday, the 3rd day of December, 1975, as appears from a Certificate of Publication tendered to the County Commission and now filed herein, such notice stating that all persons residing in or owning or having any interest in property in the area to be embraced within the boundaries of such public service district desiring to be heard for or against the creation of said District would be heard. The President further announced that the Affidavit of Rezin B. Hudkins was filed herein, setting out facts concerning the posting of notices in accordance with said order, in five (5) conspicuous places within the limits of the proposed public service district, said notices containing the same information contained in the published notice and such posted notices were posted not less than

ten (10) days prior to the date of this hearing. All such interested persons desiring to be heard were given full opportunity at the hearing held on this date, and a number of such persons testified in favor of such creation and none in opposition thereto.

The County Commission then further discussed the creation of said Public Service District, whereupon, on unanimous vote of the Commissioners, the following order and resolution was adopted, effective immediately:

ORDER AND RESOLUTION creating the Grant-Union Public Service District in Harrison County, West Virginia.

WHEREAS, the County Commission of Harrison County, West Virginia, did heretofore, by a resolution and order adopted November 10, 1975, fix a date for a public hearing on the creation of the Grant-Union Public Service District for the purpose of supplying sewerage services and facilities within the territory to the extent permitted by law, and in and by said resolution and order did provide that all persons residing in or owning or having any interest in property in the area to be embraced within the boundaries of such public service district might appear before the County Commission at this meeting and have the opportunity to be heard for and against the creation of said District; and

WHEREAS, the territory hereinafter described does not include within its limits the territory of any other public service district organized under Article 13A of Chapter 16 of the Code of West Virginia, as amended ("the Act"), which furnishes the residents within such territory or any part thereof sewerage services as defined in the Act; nor is there included within the above described territory any city, incorporated town or other municipal corporation having a population in excess of three thousand

(3,000) persons; however, there is included within the above described territory two (2) incorporated towns, namely, The Town of Lost Creek and the Town of West Milford; and

WHEREAS, notice of this hearing was duly given in the manner provided and required by said resolution and order and by Article 13A of Chapter 16 of the West Virginia Code, and all interested persons having been afforded an opportunity to be heard for and against the creation of said District, and upon the need for sewerage services described generally at the hearing, and no written protest having been filed by the requisite number of qualified voters residing within the area to be embraced within the boundaries of such public service district or otherwise, and said County Commission having given due consideration to all matters for which such hearing; and

WHEREAS, said County Commission is of opinion and hereby determines that the creation of the proposed Public Service District is feasible, and that the sewerage services proposed for said District will be conducive to the preservation of public health, comfort and convenience of persons residing within said District, and that a resolution and order creating said District should be adopted:

NOW, THEREFORE, Be It, And It Is Hereby, Ordered and Resolved by the County Commission of Harrison County, West Virginia, as follows:

I.

A Public Service District within the County of Harrison in the State of West Virginia, is hereby created, and said District shall have the following boundaries:

The Grant-Union Public Service District, hereby described, is partly located in Grant, Union, Elk and Clark Magisterial Districts in Harrison County, West Virginia, and is further described as being the watershed area of West Fork River and being between the eastern divide and western divide and the area being also upstream of Clarksburg and in south central and southwest part of Harrison County and more generally described as follows:

BEGINNING at Mt. Clare Road (W. Va. Route No. 25) and River Bend Park Road (W. Va. Route No. 19/53) intersection and thence southward along the ridges and divides and the divide between West Fork River and Arnold Run watershed, 7350 feet, more or less; thence along the watershed divide between West Fork River and Elk Creek watersheds and generally following the divide (partly and mostly the eastern boundary line of Union Magisterial District) a distance of 15,000 feet, more or less; thence east to a point, a distance of 6072 feet, more or less; thence with Elk Creek for a distance of 5280 feet, more or less; thence south for a distance of 900 feet, more or less; thence South 36° 45' West for a distance of 8075 feet, more or less; thence South 6° 40' West for a distance of 950 feet, more or less to a point on the western boundary of Grant Magisterial District; thence southward along said boundary for a distance of approximately 48,000 feet, more or less, to the southern boundary line of Harrison County at the Harrison, Lewis, Upshur County common boundary corner; thence, approximately 14,230 feet westward with the Harrison-Lewis County line to the watershed divide between McKenny Creek and Lost Creek watarshads and continues 16,000 feet, more or less, along this divide to the gap on W. Va. Route No. 25 south of the Town of Lost Creek; thence 4500 feet, more or less, along the watershed divide between McKenny Run and Dick Run; thence 9000 feet, more or less, along the watershed divide between McKenny Run and Vens Run (tributaries of Hackers Creek) to the south county line; thence with south Harrison County line, crossing Hackers Creek and West Fork River to the southwest corner of Harrison County, a distance of 68,000 feet, more or less; thence following the meanderings of the west county line which is also a watershed divide, to the headwaters of Isaac Creek (east of Big Isaac) of West Fork River watershed approximately 32,500 feet, more or less; thence 46,500 feet, more or less, to and along the divide between the Tenmile Creek watershed and the headwaters of Buffalo Creek, Sycamore Creek and their tributaries to the common corner of Coal, Tenmile and Union Magisterial Districts; thence along the watershed divide between Simpson Creek and the headwaters of Coburns Run, Davisson Run and Washburncamp Run to the eastern watershed

divide of Davisson Run, a distance of 26,000 feet, more or less; thence 6100 feet, more or less, down along the divide to W. Va. U. S. Route No. 19 and following northside of State Route No. 19, 1500 feet, more or less, to City of Clarksburg near river bend; thence upstream of the West Fork River approximately 3200 feet to the Baltimore and Ohio river bridge; thence with the city boundary to the River Bend Park Road W. Va. Route No. 19/53 and along State Route No. 19/53 to W. Va. Route No. 25, 650 feet, more or less, and the place of beginning, containing 100 square miles, more or less, as shown and designated on a map or plat entitled Grant-Union Public Service District, Harrison County, West Virginia, Cerrone & Vaughn, Inc. Engineers.

II.

Said Public Service District shall have the name and corporate title of GRANT-UNION PUBLIC SERVICE DISTRICT, and shall constitute a public corporation and political subdivision of the State of West Virginia with the right to construct, maintain, operate, improve and extend sewerage services and facilities within the territory, for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, to the extent permitted by law, having all the rights and powers conferred on public service districts by the laws of the State of West Virginia, and particularly by Article 13A of Chapter 16 of the West Virginia Code.

III.

There being no city, incorporated town or other municipal corporation having a population in excess of three thousand (3,000) persons included within said District, the County Commission hereby appoints the following three (3) persons residing within said District as members of the Public Service Board of said District for the terms shown after their names:

Session Held Tuesday, December 16th, 19 75

Rezin B. Hudkins - six (6) years,
Alfred H. Norman, - four (4) years,
Hugus Evans - two (2) years,

such terms to run from the 1st day of December, 1975, all in accordance with the provisions of West Virginia Code, Chapter 16, Article 13A, Section 3. Said members shall qualify by meeting in the Office of the Clerk of the County Commission as soon as practicable and taking an oath of office, and shall thereafter meet as said Board and organize, pursuant to the provisions of said Statute.

ENTER this 16th day of December, 1975.

COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By James E. Boyce
James E. Boyce, County Commissioner

By Daniel L. McCarthy
Daniel L. McCarthy, County Commissioner

LAW OFFICES
YOUNG,
CAN & CANN
CLARKSBURG, W. VA.

STATE OF WEST VIRGINIA.

County of Harrison:

I, FRANK J. MAXWELL JR., Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 47 at Page 625 of said records.

Given under my hand and Seal of said Office this 5 day of July 19 84.

Clerk, Harrison County Commission

4-15-97
10 30

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER PROPOSING CHANGING THE NAME OF GRANT UNION PUBLIC SERVICE DISTRICT TO GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE MERGER OF LOST CREEK-MT. CLARE PUBLIC SERVICE DISTRICT AND VALLEY OF GOOD HOPE PUBLIC SERVICE DISTRICT INTO GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT (FORMERLY GRANT UNION PUBLIC SERVICE DISTRICT) AND THE ENLARGEMENT OF THE SEWER SERVICE AUTHORITY OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND FIXING A DATE OF HEARING ON THE PROPOSED NAME CHANGE, MERGER AND ENLARGEMENT AND PROVIDING FOR NOTICE OF SUCH HEARING

WHEREAS, the County Commission of Harrison County deems it necessary and desirable to consolidate, where practicable, the public service districts in Harrison County to provide both better and more cost-effective service to the residents of the County;

WHEREAS, pursuant to the provisions of Article 13A, Chapter 16 of the West Virginia Code, the Harrison County Commission is empowered to, upon its own motion by order duly adopted, propose consolidation and enlargement of public service districts located within the County in order to preserve the public health, comfort and convenience of the areas within the public service districts;

WHEREAS, the Public Service Commission of West Virginia has recommended the expansion of Grant Union Public Service District to provide sewer service to those portions of Harrison County not presently provided with sewer service and the County Commission of Harrison County deems it desirable to change the name of Grant Union Public Service District to Greater Harrison County Public Service District (hereinafter, Greater Harrison County Public Service District shall refer to the former Grant Union Public Service District);

WHEREAS, the Public Service Commission of West Virginia has recommended the merger of Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into Greater Harrison County Public Service District and the enlargement of the sewer service authority of Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality; and,

WHEREAS, the Harrison County Commission, after considerable deliberation, has decided that the proposed merger of Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into Greater Harrison County Public Service District, and the enlargement of the sewer authority of Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or

incorporated municipality, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Districts, is necessary for the preservation of the public health, comfort and convenience for the areas presently served and proposed to be served by the said Districts.

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

1. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, hereby proposes that the name of Grant Union Public Service District be changed to Greater Harrison County Public Service District.

2. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Districts, proposes the merger of Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into Greater Harrison County Public Service District. The presently existing public service districts are particularly defined as the following areas:

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
(FORMERLY GRANT UNION PUBLIC SERVICE DISTRICT)

BEGINNING at Mt. Clare Road (WV Route No. 25) and River Bend Park Road (WV Route No. 19/53)intersection;

THENCE southward along the ridges and divides and the divide between West Fork River and Arnold Run watershed, 7350 feet, more or less;

THENCE along watershed divide between West Fork River and Elk Creek watersheds and generally following the divide (partly and mostly the eastern boundary line of Union Magisterial District) a distance of 15,000 feet, more or less;

THENCE East to a point, a distance of 6072 feet, more or less;

THENCE with Elk Creek for a distance of 5280 feet, more or less;

THENCE South for a distance of 900 feet, more or less;

THENCE South 36° 45' West for a distance of 8075 feet, more or less;

THENCE South 6° 40' West for a distance of 950 feet, more or less, to a point on the western boundary of Grant Magisterial District;

THENCE southward along said boundary for a distance of approximately 48,000 feet, more or less, to the southern boundary line of Harrison County at the Harrison-Lewis-Upshur County common boundary corner;

THENCE approximately 14,230 feet westward with the Harrison-Lewis County line to the watershed divide between McKenney Creek and Lost Creek watersheds and continues 16,000 feet, more or less, along this divide to the gap on WV Route No. 25 south of the Town of Lost Creek;

THENCE 4500 feet, more or less, along the watershed divide between McKenny Run and Dick Run;

THENCE 9000 feet, more or less, along the watershed divide between McKenny Run and Vens Run (tributaries of Hackers Creek) to the south county line;

THENCE with the south Harrison County line, crossing Hackers Creek and West Fork River to the southwest corner of Harrison County, a distance of 68,000 feet, more or less;

THENCE following the meandering of the west county line which is also a watershed divide, to the headwaters of Isaac Creek (east of Big Isaac) of West Fork River watershed approximately 32,500 feet, more or less;

THENCE 46,500 feet, more or less, to and along the divide between the Tenmile Creek watershed and the headwaters of Buffalo Creek, Sycamore Creek and their tributaries to the common corner or Coal, Tenmile, and Union Magisterial Districts;

THENCE along the watershed divide between Simpson Creek and the headwaters of Coburns Run, Davison Run and Washburncamp Run to the eastern watershed divide of Davison Run, a distance of 26,000 feet, more or less;

THENCE 6100 feet, more or less, down along the divide to WV US Route No 19 and following north side of State Route No. 19, 1500 feet, more or less, to City of Clarksburg near river bend;

THENCE upstream of the West Fork River approximately 3200 feet to the Baltimore and Ohio railroad bridge;

THENCE with the city boundary to the River Bend Park Road WV Route No. 19/53 and along State Route No. 19/53 to WV Route No. 25, 650 feet, more or less, and the place of beginning, containing 100 square miles, more or less.

LOST CREEK-MT. CLARE PUBLIC SERVICE DISTRICT

BEGINNING at a point on the east bank of the West Fork River, which point has the coordinate North 39° 14' 38" and West 80° 21' 29";

THENCE leaving the river due East 0.54 miles to a point on the Clark-Grant Magisterial District line;

THENCE with that line in a southeasterly direction 2.46 miles to a point;

THENCE due East 1.15 miles to a point on the west bank of Elk Creek;

THENCE up Elk Creek 1.0 miles to a point;

THENCE due South 0.17 miles to a point;

THENCE South 36° 45' West 1.53 miles to a point;

THENCE South 6° 40' West 0.18 miles to a point on the Elk-Grant Magisterial District line;

THENCE with that line 7.66 miles to the Harrison-Lewis-Upshur County common corner;

THENCE with the Harrison-Lewis County line in a northwesterly direction 3.65 miles to a point on a ridge;

THENCE with that ridge line in a westerly direction 2.04 mile to a point;

THENCE North 20° 30' West 0.63 miles to a point on a ridge one;

THENCE with the ridge line, which divides the watershed between Hackers Creek and Duck Creek in a northwesterly direction 5.45 miles to a point on the boundary of the Valley of Good Hope Public Service District;

THENCE with four lines of the Valley of Good Hope Public Service District boundary,

North 19° 45 East 0.47 miles to a point;

North 61° 20' East 0.64 miles to a point;

North 49° 20' East 0.34 miles to a point;

Due North 0.34 miles to a point on the Grant-Union Magisterial District line;

THENCE with that line in a northeasterly direction 8.06 miles to a point on the south bank of the West Fork River;

THENCE with the south bank down river 1.63 miles to the beginning.

Included with the district is a strip of land between the west bank of the West Fork River and a point 100 feet southwest of the Lost Creek-Mt. Clare main water transmission line and extending from the Lost Creek-Mt. Clare master meter in a southeasterly

direction and parallel with the main transmission line 1.39 miles to a point where the main line crosses the river.

VALLEY OF GOOD HOPE PUBLIC SERVICE DISTRICT

BEGINNING at a point in the center of the West Fork River, which point is the common corner between the Grant, Union and Clark Magisterial Districts;

THENCE in a northwesterly direction with the Clark-Union Magisterial District boundary line and with the southwestern boundary of the Country Club Addition Public Service District 1.28 miles to a point in the center of US Route 19;

THENCE with US Route 19 North 0.98 miles to a point;

THENCE leaving the highway North 28° West 0.38 miles to a point on the southern boundary of the Sun Valley Public Service District;

THENCE with the Sun Valley Public Service District boundary South 65° West 1.19 miles to a point on the Clark-Union Magisterial District line;

THENCE leaving the Clark-Union Magisterial District line and the Sun Valley Public Service District South 40° 50' West 1.87 miles to a point;

THENCE South 48° West 2.23 miles to a point;

THENCE South 2° 20' East 1.97 miles to a point;

THENCE South 20° 30' West 1.37 miles to a point;

THENCE South 41° 40' East 1.61 miles to a point in the center of the West Fork River;

THENCE down river 0.83 miles to a point;

THENCE leaving the river South 67° East 0.23 miles to a point in the center of Hackers Creek;

THENCE with Hackers Creek 0.45 miles to a point which point is the center of US Route 19;

THENCE leaving Hackers Creek North 59° East 1.07 miles to a point on the ridge which point is on the western boundary of the Lost Creek-Mount Clare Public Service District;

THENCE with the Lost Creek-Mount Clare Public Service District boundary and with the ridge line in a northwestern direction 2.01 miles to a point;

THENCE North 19° 45' East 0.47 miles to a point in the center line of the West Fork River;

THENCE North 61° 20' East 0.64 miles to a point in the center line of the West Fork River;

THENCE North 49° 20' East 0.34 miles to a point;

THENCE Due North 0.34 miles to a point in the center of the West Fork River which is on the Grant-Union Magisterial District line;

THENCE with the Grant-Union Magisterial District line 8.06 miles to the beginning containing 23.91 square miles.

Following the merger, the water service area of the newly created Greater Harrison County Public Service District shall be particularly defined as follows:

PROPOSED MERGER OF GREATER HARRISON COUNTY, LOST CREEK-MT. CLARE AND VALLEY OF GOOD HOPE PUBLIC SERVICE DISTRICTS

BEGINNING at a point between Highway 19/15 (Country Club Road) and the West Fork River at latitude 39° 15' and longitude 80° 22' 30";

THENCE due East with said latitude 39° 15' parallel line 9,300 feet to a point between two ridge tops;

THENCE South 14° East 9,200 feet to a point on a ridge top;

THENCE due East 7,800 feet to a point in the center of Elk Creek, also being a point in the Quiet Dell Public Service District boundary line (as amended 6/93);

THENCE in a southerly direction running upstream with Elk Creek and said common boundary line of Quiet Dell Public Service District 3,200 feet to the intersection of Zachs Run and Elk Creek;

THENCE continuing in a southerly direction upstream with Elk Creek and said common boundary line 8,000 feet to a point;

THENCE with said common boundary line South 3° 02' West 3,100 feet to a point on top of a ridge;

THENCE with said common boundary line South 25° 48' West 3,200 feet to a point on top of a ridge;

THENCE with said common boundary line South 37° 12' West 5,800 feet to a point on top of a ridge;

THENCE with said common boundary line South 26° 03' East 4,200 feet to a point on top of a ridge;

THENCE with said common boundary line South 67° 50' East 2,900 feet to a point on top of a ridge;

THENCE with said common boundary line South 86° 41' East 7,300 feet to a point on top of a ridge;

THENCE with said common boundary line South 74° 45' East 5,100 feet to a point in the center line of Highway Route 20;

THENCE leaving said common boundary line of Quiet Dell Public Service District South 21° East 3.3 miles to the intersecting corner of the Barbour-Harrison-Upshur County lines;

THENCE running westerly with the Harrison-Upshur County line 4.5 miles to the intersecting corner of the Harrison-Lewis County lines;

THENCE running westerly with the Harrison-Lewis County line 4.3 miles to a point on McKenney Run;

THENCE due West 6,700 feet to a point at the intersection of McKenney Run and Highway Route 25, also being the point of a master meter connection with Jane Lew Public Service District;

THENCE due North 1,900 feet to a point in the Harrison-Lewis County lines;

THENCE running westerly with said county lines 3 miles to a point intersecting the West Fork River;

THENCE continuing westerly with the meanders of the Harrison-Lewis County line 9.5 miles to the intersecting corner of the Doddridge-Harrison-Lewis County lines;

THENCE running northerly with the meanders of the Doddridge-Harrison County line, 14 miles to a point on the latitude 39° 15' parallel line near Highway Route 29;

THENCE due East with said parallel line 2.8 miles to a point on a ridge at Longitude 80° 31';

THENCE North 37° East 2.6 miles to a point in Highway Route 31, said point being the common boundary corner with Sun Valley Public Service District;

THENCE, with said common boundary line of Sun Valley Public Service District South 59° 30' East 1.7 miles to a point at the intersection of Highway Route 33/2 and Route 33 (Sycamore Road);

THENCE easterly with said common boundary line of Sun Valley Public Service District and the Union-Clark Magisterial district line 10,450 feet, more or less, to a point on a ridge;

THENCE leaving said Union-Clark Magisterial district line North 61° 50' East 6,200 feet to a point in said common boundary line of Sun Valley Public Service District;

THENCE leaving said common boundary line of Sun Valley Public Service District South 16° East 6,200 feet to the point of beginning, containing approximately 131 square miles, as shown upon a map prepared by the West Virginia Public Service Commission, Public Service District Division, dated January 1996, entitled "Proposed Consolidation of Grant Union, Valley of Good Hope, and Lost Creek-Mt. Clare Public Service Districts".

3. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, proposes the expansion of the sewer authority of the newly created Greater Harrison County Public Service District to include all areas within Harrison County not served by another public service district or incorporated municipality, particularly defined as the following areas:

PROPOSED ENLARGEMENT OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

The Greater Harrison County Public Service District sewer service area as enlarged shall be described as all the area encompassing the County of Harrison except the following service areas:

East View Public Service District
Enlarged Hepzibah Public Service District
Lake Floyd Public Service District
Lumberport Public Service District
Mt. Clare Public Service District
Summit Park Public Service District
Sun Valley Public Service District
Jane Lew Public Service District
Town of Anmoore
City of Bridgeport
City of Clarksburg
Town of Nutter Fort
City of Salem
City of Shinnston
Town of Stonewood
Town of West Milford

Specifically described hereinafter:

EAST VIEW PUBLIC SERVICE DISTRICT

BEGINNING at a point (#1) where the most westerly Corporation limit of Anmoore crosses WV Secondary Highway 23;

THENCE with the Corporation line of Anmoore in a southerly direction approximately 400 ft. to point (#2) where said Corporation limit crosses the Baltimore & Ohio Railroad tracks;

THENCE leaving the Corporation line of Anmoore along a ridge in a southwesterly direction 1500 feet to a point (#3) on the ridge;

THENCE along said ridge approximately 6000 feet to a point (#4) on the most easterly Corporation limit of the City of Clarksburg;

THENCE along said Corporation limit in a northerly direction approximately 3000 feet to a point (#5);

THENCE leaving the Corporation line of Clarksburg along a ridge in a easterly direction approximately 6000 feet to a point (#6) of intersection between a pipeline and a power line;

THENCE along the same ridge in a southerly direction approximately 5300 feet to a point (#7) on the northern Corporation line of the Town of Anmoore;

THENCE following said Corporation line in a westerly direction 500 feet to the northwest corner of the corporation line to point (#8) of the Town of Anmoore;

THENCE following said Corporation line in a southerly direction 300 feet to place of beginning.

ENLARGED HEPZIBAH PUBLIC SERVICE DISTRICT

BEGINNING at the Corporate limits of the City of Clarksburg at a point on said US Route No. 19;

THENCE in a northerly direction along said US Route No. 19 to the intersection of the Crooked Run Road designated as being State Route No. 19/10;

THENCE in a northwesterly direction along said Crooked Run Road, State Route 19/10, to the Harrison County Coal-Eagle Magisterial District Line;

THENCE in a northerly direction along said Coal-Eagle Magisterial District line to its point of intersection with the Baltimore and Ohio Railroad Company Tracks;

THENCE in a northerly direction along said railroad tracks to a point which is due West from the southern limits of the Town of Gypsy (to include all of the Town of Hughs):

THENCE due East to the West Fork River;

THENCE in a southerly direction along said West Fork River to the intersection of said River and the common intersection of Eagle, Clay, and Simpson Magisterial District lines;

THENCE in an easterly direction along Simpson District northerly boundary to the centerline intersection of said boundary and State Route 24/11;

THENCE south 10° East 14,780 ± to northern right-of-way line of Federal Route I-79;

THENCE along said right-of-way line in a westerly direction 3,300 feet ± to centerline of Simpson Creek;

THENCE along centerline of Simpson Creek and 1,000 feet distant south thereof meandering in a general north westerly direction to the intersection of a telephone cable right-of-way;

THENCE in a southerly direction along said telephone line to an angle point in said telephone line, said angle point being due East from the Northern limits of the Town of Hepzibah;

THENCE due West to a point in the West Fork River;

THENCE in a southerly direction along the meandering of said West Fork River to the Corporate line of the City of Clarksburg, West Virginia;

THENCE in a westerly direction along said Corporation line to the point of beginning.

LAKE FLOYD PUBLIC SERVICE DISTRICT

BEGINNING at the intersection of State Route 50/8, commonly known as Hall's Run Road and the westerly side of controlled access right-of-way of United States Route 50 and running;

THENCE South 64° 30' East 370 feet to a stake;
THENCE South 33° 40' West 630 feet to a stake;
THENCE South 61° 30' West 521 feet to a stake;
THENCE South 58° 00' West 2,543 feet to a stake;
THENCE South 30° 15' West 879 feet to a stake;
THENCE South 38° 11' West 1,289 feet to a stake;
THENCE North 39° 30' West 635 feet to a stake;
THENCE North 31° 40' East 730 feet to a stake;

THENCE North 45° 23' East 148 feet to a stake;
THENCE North 25° 23' East 225 feet to a stake;
THENCE North 10° 14' East 478 feet to a stake;
THENCE North 13° 30' East 422 feet to a stake;
THENCE North 53° 41' East 831 feet to a stake;
THENCE North 42° 52' East 441 feet to a stake;
THENCE North 68° 35' East 785 feet to a stake;
THENCE North 48° 51' East 485 feet to a stake;
THENCE North 23° 57' East 235 feet to a stake;
THENCE North 73° 40' East 479 feet to a stake;
THENCE North 85° 46' East 128 feet to a stake;
THENCE North 74° 30' East 720 feet to a stake;
THENCE South 15° 30' East 250 feet to the place of beginning.

LUMBERPORT AREA PUBLIC SERVICE DISTRICT

BEGINNING at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears North 62° 30' West 260 feet ± to the Chessie System Railroad tracks);

THENCE with a boundary line of the Short Line Public Service District North 62° 30' West 1,950 feet ± to a point;

THENCE leaving the Short Line Public Service District boundary North 1° 20' West 3,050 feet ± to the top of a ridge (elevation 1346');

THENCE North 37° 50' East 6,000 feet to a point which is 380 feet ± due west of Jack Run Road;

THENCE South 45° 30' East 2,150 feet ± to the top of a ridge;

THENCE South 55° 30' East 1,700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek;

THENCE with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts);

THENCE with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary line in a southwesterly direction 5,400 feet ± to a point in the center of Tenmile Creek;

THENCE downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line;

THENCE with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek;

THENCE upstream with the meanders of Tenmile Creek 5,450 feet ± to the point of beginning, containing 1,167 acres.

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar Street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE North 52° 04' 14" East, a distance of 975.00 feet to a point;

THENCE North 30° 25' 00" West, a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc. entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January, 1997.

SUMMIT PARK PUBLIC SERVICE DISTRICT

BEGINNING at a point in the Clarksburg Corporation Line, a point in the center of Murphy's Run on the north side of US Route 50;

THENCE with four lines of the said Corporation Line

North 1° West 450 feet,

North 81° West 1400 feet, to a point on the east right-of-way line of Pinnickinnick Street;

THENCE with two lines of said Pinnickinnick Street right-of-way line and Clarksburg Line

North 18° East 900 feet,

North 24° West 900 feet;

THENCE leaving said Pinnickinnick Street right-of-way line and Clarksburg Corporation Line North 48° West 1000 feet to a point on the top of the ridge;

THENCE with 12 lines along the top of the ridge;

North 5° West 2400 feet;
South 86° East 2400 feet;
South 58° East 1200 feet;
North 51° East 1000 feet;
North 14° West 700 feet;
North 23° East 600 feet;
North 31° East 900 feet;
South 51° East 1000 feet;
North 81° East 1000 feet;
North 53° East 1300 feet;
South 57° East 1200 feet;
South 43° East 2000 feet;

THENCE South 59° West 3900 feet to a centerline of the Baltimore and Ohio Railroad;

THENCE with the centerline of the railroad South 22° West 1050 feet;

THENCE leaving said railroad centerline South 52° East 2150 feet to the top of the ridge;

THENCE with the top of the ridge South 66° East 1250 feet to a point;

THENCE South 1150 feet to a point;

THENCE with a line approximately parallel with US Route 50, South 89° West 6000 feet to the beginning, containing 1010.56 acres.

SUN VALLEY PUBLIC SERVICE DISTRICT

BEGINNING at a point, it being the Northwesterly corner to the corporation line of the City of Clarksburg, Harrison County, West Virginia, having a latitude North 39° 17' 51" and longitude West 80° 22' 07";

THENCE with the corporate line of the City of Clarksburg South 23° 20' East 0.33 miles (1,742 feet), more or less, to the center of Old US Route No. 50 now Secondary State Route No. 11;

THENCE continuing with said corporate limits South 6° 20' West 3,400 feet, more or less, to a point in the District line between Clark and Coal Magisterial Districts;

THENCE with said District line in a westerly direction 1,100 feet to a point;

THENCE leaving said District line South 46° 10' West 4,200 feet to a point;

THENCE South 32° 05' East 2,300 feet to a point;

THENCE South 61° 50' West 10,450 feet, more or less, to the line between the Union and Clark Magisterial Districts;

THENCE with the Magisterial District line 3.7 miles (19,536 feet), more or less, to the intersection of West Virginia State Secondary Routes 33/2 and 33;

THENCE North 59° 30' West 1.7 miles (8,976 feet) to a point in the center of West Virginia State Route 31;

THENCE with State Route 31 crossing US Route 50 North 37° 10' East 1.0 mile (5,280 feet) to a point in West Virginia Secondary Route 5/14;

THENCE East 0.90 mile (4,752 feet) to the Magisterial District line between Ten Mile and Clark Magisterial Districts;

THENCE with said District line 1.7 miles (8,976 feet), more or less, to a point having a latitude of North 39° 18' 15" and longitude West 80° 26' 16";

THENCE East 2.6 miles (13,728 feet);

THENCE South 63° 00' East 1.4 mile (7,392 feet) to a place of beginning, containing an area of 15.06 square miles.

JANE LEW PUBLIC SERVICE DISTRICT

BEGINNING at a point on the county line between Harrison County and Lewis County, said point being on the watershed divide between McKenney Creek and Lost Creek watersheds at latitude 39° 6' 52" and longitude 80° 20' 55";

THENCE 16,000 feet, more or less, in a northeasterly direction along said watershed divide to the gap on WV Route 25 south of the Town of Lost Creek;

THENCE 4,500 feet, more or less, along the watershed divide between McKenny Run and Dick Run;

THENCE 9,000 feet, more or less, along the watershed divide between McKenny Run and Vens Run (tributaries of Hackers Creek) to the Lewis County and Harrison County line;

THENCE following said county line in an easterly direction 19,500 feet, more or less, to the point of beginning.

The sewer service area of the municipal corporations of Anmoore, Bridgeport, Clarksburg, Nutter Fork, Salem, Shinnston, Stonewood, and West Milford shall be described as the area encompassing the corporate boundaries of said municipalities and areas outside of the corporate boundaries currently served by existing municipal sewer lines.

4. That on April 15, 1997, at the hour of 10:00 o'clock a.m./p.m., the Harrison County Commission shall meet in the Harrison County Courthouse at Clarksburg, West Virginia, for the purpose of conducting a public hearing on the proposed change of the name of Grant Union Public Service District to Greater Harrison County Public Service District, the merger of Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Districts, and the enlargement of the sewer authority of Greater Harrison County Public Service District to include all areas within Harrison County not served by another public service district or incorporated municipality, at which time and place all persons residing in or owning or having any interest in property in the territory of the Grant Union Public Service District, Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service district or in the territory of the proposed expansion of the sewer service authority of Greater Harrison County Public Service District may appear before this County Commission and shall be provided an opportunity to be heard for or against the proposal.

5. That the Clerk of the Harrison County Commission shall cause notice of the hearing and a description of all of the territory of Grant Union Public Service District, Lost Creek-Mt. Clare Public Service District, Valley of Good Hope Public Service District and the proposed expansion of the sewer service authority of Greater Harrison County Public Service District to be published as a Class I legal advertisement at least ten (10) days prior to the hearing.

6. That the Clerk of the Harrison County Commission shall cause a notice of the hearing and description of the territory of Grant Union Public Service District, Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District and the proposed expansion of the sewer service authority of Greater Harrison County Public Service District to be posted in at least five (5) conspicuous places within the territory of Grant Union Public Service District, Lost Creek-Mt. Clare Public Service District, Valley of Good Hope Public Service District and the proposed expanded sewer service area of Greater Harrison County Public Service District.

7. That the Clerk of the County Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not less than ten (10) days prior to the hearing set forth herein.

By the Order of the Harrison County Commission this day 20th of March, 1997.

HARRISON COUNTY COMMISSION

Thomas A. Heeley
PRESIDENT

COMMISSIONER

COMMISSIONER

ATTEST:

CLERK

01/16/97
RESOLUTION.01

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

I, SYLVIA BASILE, Clerk of the County Commission of Harrison County, West Virginia, do hereby certify that the foregoing is a true copy of the order entered in the above styled action on the 20th day of March, 1997.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of this Commission, this the 20th day of March, 1997.

Sylvia Basile

Clerk of the County Commission of
Harrison County, West Virginia

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER CHANGING THE NAME OF GRANT UNION PUBLIC SERVICE DISTRICT TO GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND ENLARGING THE SEWER SERVICE AUTHORITY OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

WHEREAS, the County Commission of Harrison County, West Virginia, did heretofore, by Resolution and Order adopted on March 20, 1997, propose the name change of Grant Union Public Service District to Greater Harrison County Public Service District; the merger of Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into Greater Harrison County Public Service District and the enlargement of the sewer service authority of Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality; and,

WHEREAS, by said March 20, 1997, Resolution and Order, the Harrison County Commission did set a hearing on the proposed change of the name of the Grant Union Public Service District to Greater Harrison County Public Service District; the merger of Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into Greater Harrison County Public Service District; and the enlargement of the sewer authority of Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality, required notice of said hearing be given by Class I legal publication in Harrison County and by posting of notice in at least five (5) conspicuous places within the territory of each of the respective districts, and required the Clerk of the Harrison County Commission to cause a copy of the Resolution and Order to be filed with the Executive Secretary of the Public Service Commission;

WHEREAS, following the adoption of the aforementioned Resolution and Order on March 20, 1997, the County Commission of Harrison County discovered that the aforementioned resolution erroneously excluded the Town of West Milford from the enlarged sewer service authority area of the Greater Harrison County Public Service District. The Town of West Milford is presently included in the sewer service area of Grant Union Public Service District. Accordingly, upon the creation of Greater Harrison County Public Service District, the Town of West Milford will necessarily be included in the sewer service authority area of Greater Harrison County Public Service District. This Resolution and Order properly reflects that the Town of West Milford is included within the sewer service authority area of Greater Harrison County Public Service District.

WHEREAS, notice of the April 15, 1997, hearing has been given in the manner provided and required by said Resolution and Order and by West Virginia Code § 16-13A-2, and all interested parties have been afforded an opportunity of being heard for and against the change of the name of Grant Union Public Service District to Greater Harrison County Public Service District; the merger of Lost Creek-Mt. Clare Public Service District and Valley of Good Hope

Public Service District into Greater Harrison County Public Service District; and the enlargement of the sewer authority of Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality, but no written protest has been filed by the requisite number of qualified voters registered and residing within the existing boundaries of the Districts, and said County Commission has given due consideration to all matters for which such hearing was offered;

WHEREAS, it is now deemed desirous by said County Commission to adopt a Resolution and Order, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the Districts (as necessary), changing the name of Grant Union Public Service District to Greater Harrison County Public Service District, and enlarging the sewer authority of Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality, for the preservation of the public health, comfort, and convenience for the areas presently served by the District; and

WHEREAS, it is now deemed desirous by said County Commission that the proposed merger of Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into Greater Harrison County Public Service District be taken under advisement by this Commission for further consideration and review.

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

1. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, and the bondholders of the District (as necessary) hereby changes the name of Grant Union Public Service District to Greater Harrison County Public Service District.

2. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the District (as necessary), expands the sewer authority of the Greater Harrison County Public Service District to include all areas within Harrison County not served by another public service district or incorporated municipality, particularly defined as the following areas:

ENLARGEMENT OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

The Greater Harrison County Public Service District sewer service area as enlarged shall be described as all the area encompassing the County of Harrison except the following service areas:

East View Public Service District
Enlarged Hepzibah Public Service District
Lake Floyd Public Service District
Lumberport Public Service District
Mt. Clare Public Service District
Summit Park Public Service District
Sun Valley Public Service District
Jane Lew Public Service District
Town of Anmoore
City of Bridgeport
City of Clarksburg
Town of Nutter Fort
City of Salem
City of Shinnston
Town of Stonewood

Specifically described hereinafter:

EAST VIEW PUBLIC SERVICE DISTRICT

BEGINNING at a point (#1) where the most westerly Corporation limit of Anmoore crosses WV Secondary Highway 23;

THENCE with the Corporation line of Anmoore in a southerly direction approximately 400 ft. to point (#2) where said Corporation limit crosses the Baltimore & Ohio Railroad tracks;

THENCE leaving the Corporation line of Anmoore along a ridge in a southwesterly direction 1500 feet to a point (#3) on the ridge;

THENCE along said ridge approximately 6000 feet to a point (#4) on the most easterly Corporation limit of the City of Clarksburg;

THENCE along said Corporation limit in a northerly direction approximately 3000 feet to a point (#5);

THENCE leaving the Corporation line of Clarksburg along a ridge in a easterly direction approximately 6000 feet to a point (#6) of intersection between a pipeline and a power line;

THENCE along the same ridge in a southerly direction approximately 5300 feet to a point (#7) on the northern Corporation line of the Town of Anmoore;

THENCE following said Corporation line in a westerly direction 500 feet to the northwest corner of the corporation line to point (#8) of the Town of Anmoore;

THENCE following said Corporation line in a southerly direction 300 feet to place of beginning.

ENLARGED HEPZIBAH PUBLIC SERVICE DISTRICT

BEGINNING at the Corporate limits of the City of Clarksburg at a point on said US Route No. 19;

THENCE in a northerly direction along said US Route No. 19 to the intersection of the Crooked Run Road designated as being State Route No. 19/10;

THENCE in a northwesterly direction along said Crooked Run Road, State Route 19/10, to the Harrison County Coal-Eagle Magisterial District Line;

THENCE in a northerly direction along said Coal-Eagle Magisterial District line to its point of intersection with the Baltimore and Ohio Railroad Company Tracks;

THENCE in a northerly direction along said railroad tracks to a point which is due West from the southern limits of the Town of Gypsy (to include all of the Town of Hughs):

THENCE due East to the West Fork River;

THENCE in a southerly direction along said West Fork River to the intersection of said River and the common intersection of Eagle, Clay, and Simpson Magisterial District lines;

THENCE in an easterly direction along Simpson District northerly boundary to the centerline intersection of said boundary and State Route 24/11;

THENCE south 10° East 14,780 ± to northern right-of-way line of Federal Route I-79;

THENCE along said right-of-way line in a westerly direction 3,300 feet ± to centerline of Simpson Creek;

THENCE along centerline of Simpson Creek and 1,000 feet distant south thereof meandering in a general north westerly direction to the intersection of a telephone cable right-of-way;

THENCE in a southerly direction along said telephone line to an angle point in said telephone line, said angle point being due East from the Northern limits of the Town of Hepzibah;

THENCE due West to a point in the West Fork River;

THENCE in a southerly direction along the meandering of said West Fork River to the Corporate line of the City of Clarksburg, West Virginia;

THENCE in a westerly direction along said Corporation line to the point of beginning.

LAKE FLOYD PUBLIC SERVICE DISTRICT

BEGINNING at the intersection of State Route 50/8, commonly known as Hall's Run Road and the westerly side of controlled access right-of-way of United States Route 50 and running;

THENCE South 64° 30' East 370 feet to a stake;
THENCE South 33° 40' West 630 feet to a stake;
THENCE South 61° 30' West 521 feet to a stake;
THENCE South 58° 00' West 2,543 feet to a stake;
THENCE South 30° 15' West 879 feet to a stake;
THENCE South 38° 11' West 1,289 feet to a stake;
THENCE North 39° 30' West 635 feet to a stake;
THENCE North 31° 40' East 730 feet to a stake;
THENCE North 45° 23' East 148 feet to a stake;
THENCE North 25° 23' East 225 feet to a stake;
THENCE North 10° 14' East 478 feet to a stake;
THENCE North 13° 30' East 422 feet to a stake;
THENCE North 53° 41' East 831 feet to a stake;
THENCE North 42° 52' East 441 feet to a stake;
THENCE North 68° 35' East 785 feet to a stake;
THENCE North 48° 51' East 485 feet to a stake;
THENCE North 23° 57' East 235 feet to a stake;
THENCE North 73° 40' East 479 feet to a stake;
THENCE North 85° 46' East 128 feet to a stake;
THENCE North 74° 30' East 720 feet to a stake;
THENCE South 15° 30' East 250 feet to the place of beginning.

LUMBERPORT AREA PUBLIC SERVICE DISTRICT

BEGINNING at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District

which corner bears North 62° 30' West 260 feet ± to the Chessie System Railroad tracks);

THENCE with a boundary line of the Short Line Public Service District North 62° 30' West 1,950 feet ± to a point;

THENCE leaving the Short Line Public Service District boundary North 1° 20' West 3,050 feet ± to the top of a ridge (elevation 1346');

THENCE North 37° 50' East 6,000 feet to a point which is 380 feet ± due west of Jack Run Road;

THENCE South 45° 30' East 2,150 feet ± to the top of a ridge;

THENCE South 55° 30' East 1,700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek;

THENCE with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts);

THENCE with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary line in a southwesterly direction 5,400 feet ± to a point in the center of Tenmile Creek;

THENCE downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line;

THENCE with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek;

THENCE upstream with the meanders of Tenmile Creek 5,450 feet ± to the point of beginning, containing 1,167 acres.

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar Street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE North 52° 04' 14" East, a distance of 975.00 feet to a point;

THENCE North 30° 25' 00" West, a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc. entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January, 1997.

SUMMIT PARK PUBLIC SERVICE DISTRICT

BEGINNING at a point in the Clarksburg Corporation Line, a point in the center of Murphy's Run on the north side of US Route 50;

THENCE with four lines of the said Corporation Line

North 1° West 450 feet,

North 81° West 1400 feet, to a point on the east right-of-way line of Pinnickinnick Street;

THENCE with two lines of said Pinnickinnick Street right-of-way line and Clarksburg Line

North 18° East 900 feet,

North 24° West 900 feet;

THENCE leaving said Pinnickinnick Street right-of-way line and Clarksburg Corporation Line North 48° West 1000 feet to a point on the top of the ridge;

THENCE with 12 lines along the top of the ridge;

North 5° West 2400 feet;
South 86° East 2400 feet;
South 58° East 1200 feet;
North 51° East 1000 feet;
North 14° West 700 feet;
North 23° East 600 feet;
North 31° East 900 feet;
South 51° East 1000 feet;
North 81° East 1000 feet;
North 53° East 1300 feet;
South 57° East 1200 feet;
South 43° East 2000 feet;

THENCE South 59° West 3900 feet to a centerline of the Baltimore and Ohio Railroad;

THENCE with the centerline of the railroad South 22° West 1050 feet;

THENCE leaving said railroad centerline South 52° East 2150 feet to the top of the ridge;

THENCE with the top of the ridge South 66° East 1250 feet to a point;

THENCE South 1150 feet to a point;

THENCE with a line approximately parallel with US Route 50, South 89° West 6000 feet to the beginning, containing 1010.56 acres.

SUN VALLEY PUBLIC SERVICE DISTRICT

BEGINNING at a point, it being the Northwesterly corner to the corporation line of the City of Clarksburg, Harrison County, West Virginia, having a latitude North 39° 17' 51" and longitude West 80° 22' 07";

THENCE with the corporate line of the City of Clarksburg South 23° 20' East 0.33 miles (1,742 feet), more or less, to the center of Old US Route No. 50 now Secondary State Route No. 11;

THENCE continuing with said corporate limits South 6° 20' West 3,400 feet, more or less, to a point in the District line between Clark and Coal Magisterial Districts;

THENCE with said District line in a westerly direction 1,100 feet to a point;

THENCE leaving said District line South 46° 10' West 4,200 feet to a point;

THENCE South 32° 05' East 2,300 feet to a point;

THENCE South 61° 50' West 10,450 feet, more or less, to the line between the Union and Clark Magisterial Districts;

THENCE with the Magisterial District line 3.7 miles (19,536 feet), more or less, to the intersection of West Virginia State Secondary Routes 33/2 and 33;

THENCE North 59° 30' West 1.7 miles (8,976 feet) to a point in the center of West Virginia State Route 31;

THENCE with State Route 31 crossing US Route 50 North 37° 10' East 1.0 mile (5,280 feet) to a point in West Virginia Secondary Route 5/14;

THENCE East 0.90 mile (4,752 feet) to the Magisterial District line between Ten Mile and Clark Magisterial Districts;

THENCE with said District line 1.7 miles (8,976 feet), more or less, to a point having a latitude of North 39° 18' 15" and longitude West 80° 26' 16";

THENCE East 2.6 miles (13,728 feet);

THENCE South 63° 00' East 1.4 mile (7,392 feet) to a place of beginning, containing an area of 15.06 square miles.

JANE LEW PUBLIC SERVICE DISTRICT

BEGINNING at a point on the county line between Harrison County and Lewis County, said point being on the watershed divide between McKenney Creek and Lost Creek watersheds at latitude 39° 6' 52" and longitude 80° 20' 55";

THENCE 16,000 feet, more or less, in a northeasterly direction along said watershed divide to the gap on WV Route 25 south of the Town of Lost Creek;

THENCE 4,500 feet, more or less, along the watershed divide between McKenny Run and Dick Run;

THENCE 9,000 feet, more or less, along the watershed divide between McKenny Run and Vens Run (tributaries of Hackers Creek) to the Lewis County and Harrison County line;

THENCE following said county line in an easterly direction 19,500 feet, more or less, to the point of beginning.

MUNICIPAL CORPORATIONS

The sewer service area of the municipal corporations of Anmoore, Bridgeport, Clarksburg, Nutter Fork, Salem, Shinnston, and Stonewood shall be described as the area encompassing the corporate boundaries of said municipalities and areas outside of the corporate boundaries currently served by existing municipal sewer lines.

3. The Resolution and Order of this Commission adopted on March 20, 1997, proposing the actions undertaken by this Resolution and Order is hereby amended to reflect the inclusion of the Town of West Milford in the sewer service authority area of Greater Harrison County Public Service District.

4. The proposal to merge Lost Creek-Mt. Clare Public Service District and Valley of Good Hope Public Service District into Greater Harrison County Public Service District is hereby taken under advisement by this Commission for further consideration and review.

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

Entered into the permanent record of Harrison County, West Virginia, this 15th day of April, 1997.

COUNTY COMMISSION OF
HARRISON COUNTY, WEST VIRGINIA

Thomas A. Keeley
PRESIDENT

COMMISSIONER

COMMISSIONER

ATTEST:

Sylvia Gaile
CLERK

04/21/97
RESOLUTION.06
384480/95004

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

I, SYLVIA BASILE, Clerk of the County Commission of Harrison County, West Virginia, do hereby certify that the foregoing is a true copy of the order entered in the above styled action on the 24 day of April, 19 97.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of this Commission, this the 24 day of April, 19 97

Clerk of the County Commission of
Harrison County, West Virginia

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
8-24-97

Entered: August 4, 1997

CASE NO. 97-0355-PSWD-PC

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

RECOMMENDED DECISION

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

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

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

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

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

The fourth resolution proposed changing the name of the Grant Uni Public Service District to the Greater Harrison County Public Servi District. The resolution would also merge the Lost Creek-Mt. Clare Publ Service District and the Valley of Good Hope Public Service District ir the new Greater Harrison County Public Service District. The resoluti also expands the service territory of the new Greater Harrison County Pub Service District to include all areas within Harrison County not provic sewer service by another public service district or incorporat municipality. Harrison County established a hearing date of April 15, 19 Harrison County published notice of the Harrison County hearing. submitted the publication affidavit to the Commission on May 7, 1997.

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

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

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

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

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

The second resolution filed by Marion County proposed the dissoluti of the authority of the O.J.W. Public Service District to acquire or opera sewer facilities. The O.J.W. Public Service District does not currently o or operate any sewer facilities. Marion County believes that t dissolution of the district is necessary for the preservation of publ health, comfort and convenience of the residents in the O.J.W. Publ Service District territory. Marion County set a hearing date of April 1 1997. Marion County published notice of the Marion County hearing. filed the publication affidavit with the Commission on May 7, 1997.

Also on April 25, 1997, Harrison County filed a resolution and ord indicating that Harrison County had held the hearing set for April 1 1997, on the fourth resolution discussed above. Harrison County adopted t fourth resolution with two significant modifications. First, the resoluti was modified to include the Town of West Milford within the Greater Harris County Public Service District. The second modification was that Harris County decided not to merge the Lost Creek-Mt. Clare Public Service Distri and Valley of Good Hope Public Service District into the renamed a enlarged Greater Harrison Public Service District.

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

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

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

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

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

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

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

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

Gary Fluharty is the Chairman of the Sun Valley Public Servi District. (Tr. 14). Mr. Fluharty wanted to be reassured that the Sun Val Public Service District was not being consolidated in these petitions. (14). Harrison County reassured Mr. Fluharty that Sun Valley was included in the consolidation and was indeed specifically excluded from t territory of the Greater Harrison County Public Service District. (Tr. 1 With that understanding, Mr. Fluharty voiced his support for the creation the district given that much of the county is without sewer service. (16).

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

Terri Ann Schulte, the executive director of the Harrison Cou Planning Commission, assisted in posting notice of the various resoluti around the county and in each public service district impacted by various resolutions. (Tr. 20). Harrison County Exhibit No. 4 consists o list of the various locations where posting occurred. Ms. Schulte indica that many areas in the county need sewer service. The top priority providing service is for the Arlington, Glen Falls, Gore area. (Tr. 2 Ms. Schulte believes that the creation of the Greater Harrison County Pub Service District will improve the county's access to public dollars. (23). A larger district will mean a greater customer base, better econom of scale and a higher level of professionalism and sophistication. (Tr. 2

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

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

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

DISCUSSION

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

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

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

FINDINGS OF FACT

1. On March 31, 1997, the Harrison County Commission (Harris County) filed a petition for Commission consent and approval of vario orders which consolidated or modified public service district boundaries Harrison County. (See petition and orders filed March 31, 1997).

2. The first Harrison County order merged the O.J.W. Public Servi District into the Bingamon Public Service District. (See petition a order).

3. The second Harrison County order dissolved the authority of t Coons Run Public Service District to construct and operate sewer facilitie (See petition and order).

4. The third Harrison County order dissolved the Country Cl Addition Public Service District and the Lodgeville-Courtright Publ Service District. (See petition and order).

5. The Clarksburg Water Board has assumed responsibility for and currently operating the facilities of the Country Club Addition Publ Service District. (See petition).

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

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

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

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

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

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

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

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

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

CONCLUSIONS OF LAW

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

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

ORDER

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

1. The Harrison and Marion County orders of April 10, 1997, and July 9, 1997, respectively, merging the O.J.W. Public Service District into the Bingamon Public Service District.

2. The Harrison and Marion County orders of April 10, 1997, and July 9, 1997, respectively, dissolving the authority of the Coons Run Public Service District to construct and operate sewer facilities.

3. The Harrison County order of April 10, 1997, dissolving the Country Club Addition Public Service District and the Lodgeville-Courtright Public Service District.

4. The Harrison County order of April 15, 1997, changing the name of the Grant Union Public Service District to the Greater Harrison County Public Service District and expanding the service territory of the new Greater Harrison County Public Service District to include all areas within Harrison County not provided sewer service by another public service district or incorporated municipality.

5. The Harrison and Marion County orders of April 15, 1997, and July 18, 1997, respectively, dissolving the sewer authority of the Bingamon Public Service District.

6. The Harrison County order of April 15, 1997, dissolving the sewer authority of the Lost Creek-Mt. Clare Public Service District, the Quiet Dell Public Service District, the Short Line Public Service District and the Valley of Good Hope Public Service District.

7. The Harrison County order of April 10, 1997, reducing the boundaries of the Short Line Public Service District.

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

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

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

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

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

K. A. George

Keith A. George
Administrative Law Judge

KAG:s

DAYTON LEGAL BLANK, INC.

County Commission

Resolution and Order - Merger of Mt. Clare Road PSD into Greater Harrison County PSD - Setting Date for Hearing

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER PROPOSING THE MERGER OF THE MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT INTO THE GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT; FIXING A DATE OF HEARING ON THE PROPOSED MERGER; PROVIDING FOR NOTICE OF SUCH HEARING

WHEREAS, the County Commission of Harrison County deems it necessary and desirable to merge, where practicable, the public service districts in Harrison County to provide both better and more cost-effective service to the residents of Harrison County, and

WHEREAS, the Board of the Mt. Clare Road Public Service District has petitioned the Harrison County Commission to merge the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District, and

WHEREAS, the Public Service Commission of West Virginia has recommended the merger of the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District, and

WHEREAS, pursuant to the provisions of Article 13A, Chapter 16 of the West Virginia Code, the Harrison County Commission is empowered to, upon its own motion by order duly adopted, propose the merger of public service districts located within the County in order to preserve the public health, comfort and convenience of the areas within the public service districts, and

WHEREAS, the Harrison County Commission, after considerable deliberation, has decided that the proposed merger of Mt. Clare Road Public Service District into the Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia an the agreement of the bondholders of the Mt. Clare Road Public Service District, is necessary for the preservation of the public health, comfort and convenience for the areas presently served by the said Districts.

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

1. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Mt. Clare Road Public Service District, proposes the merger of the Mt. Clare Road Public Service District into Greater Harrison County Public Service District. The presently existing public service districts are particularly defined as the following areas:

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to saitl Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE, North 52° 04' 14" East a distance of 975.00 feet to a point;

THENCE, North 30° 25' 00" West a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc., entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January 1997.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

The Greater Harrison County Public Service District sewer service area as enlarged shall be described as all the area encompassing the County of Harrison except the following service areas:

East View Public Service District
Enlarged Hepzibah Public Service District
Lake Floyd Public Service District
Lumberport Public Service District
Mt. Clare Public Service District
Summit Park Public Service District
Sun Valley Public Service District
Jane Lew Public Service District
Town of Anmoore
City of Bridgeport
City of Clarksburg
Town of Nutter Fort
City of Salem
City of Shinnston
Town of Stonewood
Town of West Milford

specifically described hereinafter:

EAST VIEW PUBLIC SERVICE DISTRICT

BEGINNING at a point (#1) where the most westerly corporation limit of Anmoore crosses WV Secondary Highway 23;

THENCE with the corporation line of Anmoore in a southerly direction approximately 400 ft. to point (#2) where said Corporation limit crosses the Baltimore & Ohio Railroad tracts;

THENCE leaving the corporation line of Anmoore along a ridge in a southwesterly direction 1500 feet to a point (#3) on the ridge;

THENCE along said ridge approximately 6000 feet to a point (#4) on the most easterly corporation limit of the City of Clarksburg;

THENCE along said corporation limit in a northerly direction approximately 3000 feet to a point (#5);

THENCE leaving the corporation line of Clarksburg along a ridge in a easterly direction approximately 6000 feet to a point (#6) of intersection between a pipeline and a power line;

THENCE along the same ridge in a southerly direction approximately 5300 feet to a point (#7) on the northern corporation line of the Town of Anmoore;

THENCE following said corporation line in a westerly direction 500 feet to the northwest corner of the corporation line to point (#8) of the Town of Anmoore:

THENCE following said corporation line in a southerly direction 300 feet to the place of beginning.

ENLARGED HEPZIBAH PUBLIC SERVICE DISTRICT

BEGINNING at the corporate limits of the City of Clarksburg at a point on said US Route 19;

THENCE in a northerly direction along said US Route 19 to the intersection of the Crooked Run Road designated as being State Route No. 19/10;

THENCE in a northwesterly direction along said Crooked Run Road, State Route 19/10, to the Harrison County Coal-Eagle Magisterial District Line;

THENCE in a northerly direction along said Coal-Eagle Magisterial District line to its point of intersection with the Baltimore and Ohio Railroad Company Tracks;

THENCE in a northerly direction along said railroad tracks to a point which is due west from the southern limits of the unincorporated areas of Gypsy and Hughes (see Note below);

THENCE due east to the West Fork River;

THENCE in a southerly direction along said West Fork River to the intersection of said River and the common intersection of Eagle, Clay and Simpson Magisterial District lines;

THENCE in an easterly direction along Simpson District northerly boundary to the centerline intersection of said boundary and State Route 24/11;

THENCE south 10° East 14,780 ± to northern right-of-way line of Federal Route I-79;

THENCE along said right-of-way line in a westerly direction 3,300 ± to centerline of Simpson Creek;

THENCE along centerline of Simpson Creek and 1,000 feet distant south thereof meandering in a general northwesterly direction to the intersection of a telephone cable right-of-way;

THENCE in a southerly direction along said telephone line to an angle point in said telephone line, said angle point being due east from the northern limits of the unincorporated area of Hepzibah (see Note below);

THENCE due west to a point in the West Fork River;

THENCE in a southerly direction along the meandering of said West Fork River to the corporate line of the City of Clarksburg, West Virginia;

THENCE in a westerly direction along said corporation line to the POINT OF BEGINNING.
NOTE: The above described public service district being the same as previously described with the exception of omitting "Town of",and adding "incorporated area(s) of".

LAKE FLOYD PUBLIC SERVICE DISTRICT

BEGINNING at the intersection of State Route 50/8, commonly known as Hall's Run Road, and the westerly side of controlled access right-of-way of US Route 50 and running
THENCE South 64° 30' East 370 feet to a stake;
THENCE South 33° 40' West 630 feet to a stake;
THENCE South 61° 30' West 521 feet to a stake;
THENCE South 58° 00' West 2,543 feet to a stake;
THENCE South 30° 15' West 879 feet to a stake;
THENCE South 38° 11' West 1,289 feet to a stake;
THENCE North 39° 30' West 635 feet to a stake;
THENCE North 31° 40' East 730 feet to a stake;
THENCE North 45° 23' East 148 feet to a stake;
THENCE North 25° 23' East 225 feet to a stake;
THENCE North 10° 14' East 478 feet to a stake;
THENCE North 13° 30' East 422 feet to a stake;
THENCE North 53° 41' East 831 feet to a stake;
THENCE North 42° 52' East 441 feet to a stake;
THENCE North 68° 35' East 785 feet to a stake;
THENCE North 48° 51' East 485 feet to a stake;
THENCE North 23° 57' East 235 feet to a stake;
THENCE North 73° 40' East 479 feet to a stake;
THENCE North 85° 46' East 128 feet to a stake;
THENCE North 74° 30' East 720 feet to a stake;
THENCE South 15° 30' East 250 feet to the place of beginning.

LUMBERPORT AREA PUBLIC SERVICE DISTRICT

BEGINNING at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears North 62° 30' West 260 feet ± to the Chessie System Railroad tracks);
THENCE with a boundary line of the Short Line Public Service District North 62° 30' West 1,950 feet ± to a point;
THENCE leaving the Short Line Public Service District boundary North 1° 20' West 3,050 feet ± to the top of a ridge (elevation 1346 feet);

DAYTON LEGAL BLANK, INC.

THENCE North 37° 50' East 6000 feet to a point which is 380 feet ± due west of Jack Run Road;

THENCE South 45° 30' East 2,150 feet ± to the top of a ridge;

THENCE South 55° 30' East 1,700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek;

THENCE with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts);

THENCE with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary line in a southwesterly direction 5,400 feet ± to a point in the center of Tenmile Creek;

THENCE downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line;

THENCE with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek;

THENCE upstream with the meanders of Tenmile Creek 5,450 feet ± to the point of beginning, containing 1,167 acres.

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar Street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE North 52° 04' 14" East, a distance of 975.00 feet to a point;

THENCE North 30° 25' 00" West, a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc., entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January 1997.

SUMMIT PARK PUBLIC SERVICE DISTRICT

BEGINNING at a point in the Clarksburg Corporation Line, a point in the center of Murphy's Run on the north side of US Route 50;

THENCE with four lines of the said Corporation Line

North 1° West 450 feet,

North 81° West 1400 feet, to a point on the east right-of-way line of Pinnickinnick Street;

THENCE with two lines of said Pinnickinnick Street right-of-way line and Clarksburg Line

North 18° East 900 feet,

North 24° West 900 feet,

THENCE leaving said Pinnickinnick Street right-of-way line and Clarksburg Corporation Line North 48° West 1000 feet to a point on the top of the ridge;

THENCE with 12 lines along the top of the ridge;
North 5° West 2400 feet,
South 86° East 2400 feet,
South 58° East 1200 feet,
North 51° East 1000 feet,
North 14° West 700 feet,
North 23° East 600 feet,
North 31° East 900 feet,
South 51° East 1000 feet,
North 81° East 1000 feet,
North 53° East 1300 feet,
South 57° East 1200 feet,
South 43° East 2000 feet,

THENCE South 59° West 3900 feet to a centerline of the Baltimore and Ohio Railroad;

THENCE with the centerline of the railroad South 22° West 1050 feet;

THENCE leaving said railroad centerline South 52° East 2150 feet to the top of the ridge;

THENCE with the top of the ridge South 66° East 1250 feet to a point;

THENCE South 1150 feet to a point;

THENCE with a line approximately parallel with US Route 50, South 89° West 6000 feet to the beginning, containing 1010.56 acres.

SUN VALLEY PUBLIC SERVICE DISTRICT

BEGINNING at a point, it being the northwesterly corner to the corporation line of the City of Clarksburg, Harrison County, West Virginia having a latitude of North 39° 17' 51" and longitude West 80° 22' 07";

THENCE with the corporate line of the City of Clarksburg South 23° 20' East 0.33 miles (1,742 feet), more or less, to the center of Old US Route 50, now Secondary State Route No. 11;

THENCE continuing with said corporate limits South 6° 20' West 3,400 feet, more or less, to a point in the District line between Clark and Coal Magisterial District;

THENCE with said District line in a westerly direction 1,100 feet to a point;

THENCE leaving said District line South 46° 10' West 4,200 feet to a point;

THENCE South 32° 05' East 2,300 feet to a point;

THENCE South 61° 50' West 10,450 feet, more or less, to the line between the Union and Clark Magisterial Districts;

THENCE with the Magisterial District line 3.7 miles (19,536) feet, more or less, to the intersection of West Virginia State Secondary Routes 33/2 and 33;

THENCE North 59° 30' West 1.7 miles (8,976 feet) to a point in the center of West Virginia State Route 31;

THENCE with State Route 31 crossing US Route 50 North 37° 10' East 1.0 mile (5,280 feet) to a point in West Virginia Secondary Route 5/14;

THENCE East 0.90 mile (4,752 feet) to the Magisterial District line between Tenmile and Clark Magisterial Districts;

THENCE with said District line 1.7 miles (8,976 feet) more or less to a point having a latitude of North 39° 18' 15" and longitude West 80° 26' 16";

THENCE East 2.6 miles (13,728 feet);

THENCE South 63° 00' East 1.4 mile (7,392 feet) to a place of beginning, containing an area of 15.06 square miles.

JANE LEW PUBLIC SERVICE DISTRICT

BEGINNING at a point on the County line between Harrison County and Lewis County, said point being on the watershed divide between McKenney Creek and Lost Creek watersheds at latitude 39° 6' 52" and longitude 80° 20' 55";

THENCE 16,000 feet, more or less, in a northeasterly direction along said watershed divide to the gap on WV Route 25 south of the Town of Lost Creek;

THENCE 4,500 feet, more or less, along the watershed divide between McKenney Run and Dick Run;

THENCE 9,000 feet, more or less, along the watershed divide between McKenney Run and Vens Run (tributaries of Hackers Creek) to the Lewis County and Harrison County line;

THENCE following said county line in an easterly direction 19,500 feet, more or less, to the point of beginning.

MUNICIPAL CORPORATIONS

The sewer service area of the municipal corporations of Anmoore, Bridgeport, Clarksburg, Nutter Fort, Salem, Shinnston and

Stonewood shall be described as the area encompassing the corporate boundaries of said municipalities and areas outside of the corporate boundaries currently served by existing municipal sewer lines.

2. That on September 22, 1998, at the hour of 10:00 a.m. o'clock a.m., the Harrison County Commission shall meet in the Harrison County Courthouse at Clarksburg, West Virginia, for the purpose of conducting a public hearing on the proposed merger of the Mt. Clare Road Public Service District into Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Mt. Clare Road Public Service District, at which time and place all persons residing in or owning or having an interest in property in the territory of the Mt. Clare Road Public Service District or in the territory of the Greater Harrison County Public Service District may appear before this County Commission and shall be provided an opportunity to be heard for or against the proposal.

3. That the Clerk of the Harrison County Commission shall cause notice of the hearing and a description of the territory of the Mt. Clare Road Public Service District to be published as a Class I legal advertisement at least ten (10) days prior to the meeting.

4. That the Clerk of the Harrison County Commission shall cause a notice of the hearing and description of the Mt. Clare Road Public Service District to be posted in at least five (5) conspicuous places within the territory of the Mt. Clare Road Public Service District and the Greater Harrison County Public Service District.

5. That the Clerk of the Harrison County commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not less than ten (10) days after the hearing set forth therein.

By the Order of the Harrison County Commission this day, August 20, 1998.

HARRISON COUNTY COMMISSION

Thomas A. Keeley
President

Commissioner

Commissioner

ATTEST:

Clerk of the County Commission

DAYTON LEGAL BLANK, INC.

County Commission

Resolution and Order Merging the Mt. Clare Road PSD into Greater Harrison County PSD

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

A RESOLUTION AND ORDER MERGING THE MT. CLARE ROAD PUBLIC SERVICE DISTRICT INTO THE GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

WHEREAS, the County Commission of Harrison County, West Virginia, did heretofore, by Resolution and Order adopted on August 20, 1998, propose the merger of the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District; and

WHEREAS, by said August 20, 1998, Resolution and Order, the Harrison County Commission did set a hearing on the proposed merger of the Mt. Clare Public Service District into the Greater Harrison County Public Service District, required notice of said hearing to be given by Class I legal publication in Harrison County, West Virginia, and by posting of notice in at least five (5) conspicuous places within the territory of the Mt. Clare Road Public Service District, and required the Clerk of the Harrison County Commission to cause a copy of the Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia; and

WHEREAS, notice of the September 22, 1998, hearing has been given in the manner provided and required by said Resolution and Order and by West Virginia Code Chapter 16, Article 13-A, Section 2, and all interested parties have been afforded an opportunity of being heard for and against the proposed merger of the Mt. Clare Public Service District into the Greater Harrison County Public Service District, and said County Commission has given due consideration to all matters for which such hearing was offered; and

WHEREAS, it is now deemed desirous by said County Commission to adopt a Resolution and Order, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the Mt. Clare Road Public Service District for the preservation of the public health, comfort and convenience of the areas presently served by said Districts.

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

1. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Mt. Clare Road Public Service District, merges the Mt. Clare Road Public Service District into the Greater Harrison County Public Service. The presently existing public service districts are particularly defined as the following areas:

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE, North 52° 04' 14" East a distance of 975.00 feet to a point;

THENCE, North 30° 25' 00" West a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc., entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January 1997.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

The Greater Harrison County Public Service District sewer service area as enlarged shall be described as all the area encompassing the County of Harrison except the following service areas:

East View Public Service District
Enlarged Hepzibah Public Service District

Lake Floyd Public Service District
Lumberport Public Service District
Mt. Clare Public Service District
Summit Park Public Service District
Sun Valley Public Service District
Jane Lew Public Service District
Town of Anmoore
City of Bridgeport
City of Clarksburg
Town of Nutter Fort
City of Salem
City of Shinnston
Town of Stonewood
Town of West Milford

specifically described hereinafter:

EAST VIEW PUBLIC SERVICE DISTRICT

BEGINNING at a point (#1) where the most westerly corporation limit of Anmoore crosses WV Secondary Highway 23;

THENCE with the corporation line of Anmoore in a southerly direction approximately 400 ft. to point (#2) where said Corporation limit crosses the Baltimore & Ohio Railroad tracts;

THENCE leaving the corporation line of Anmoore along a ridge in a southwesterly direction 1500 feet to a point (#3) on the ridge;

THENCE along said ridge approximately 6000 feet to a point (#4) on the most easterly corporation limit of the City of Clarksburg;

THENCE along said corporation limit in a northerly direction approximately 3000 feet to a point (#5);

THENCE leaving the corporation line of Clarksburg along a ridge in a easterly direction approximately 6000 feet to a point (#6) of intersection between a pipeline and a power line;

THENCE along the same ridge in a southerly direction approximately 5300 feet to a point (#7) on the northern corporation line of the Town of Anmoore;

THENCE following said corporation line in a westerly direction 500 feet to the northwest corner of the corporation line to point (#8) of the Town of Anmoore:

THENCE following said corporation line in a southerly direction 300 feet to the place of beginning.

ENLARGED HEPZIBAH PUBLIC SERVICE DISTRICT

BEGINNING at the corporate limits of the City of Clarksburg at a point on said US Route 19;

THENCE in a northerly direction along said US Route 19 to the intersection of the Crooked Run Road designated as being State Route No. 19/10;

THENCE in a northwesterly direction along said Crooked Run Road, State Route 19/10, to the Harrison County Coal-Eagle Magisterial District Line;

THENCE in a northerly direction along said Coal-Eagle Magisterial District line to its point of intersection with the Baltimore and Ohio Railroad Company Tracks;

THENCE in a northerly direction along said railroad tracks to a point which is due west from the southern limits of the unincorporated areas of Gypsy and Hughes (see Note below);

THENCE due east to the West Fork River;

THENCE in a southerly direction along said West Fork River to the intersection of said River and the common intersection of Eagle, Clay and Simpson Magisterial District lines;

THENCE in an easterly direction along Simpson District northerly boundary to the centerline intersection of said boundary and State Route 24/11;

THENCE south 10° East 14,780 ± to northern right-of-way line of Federal Route I-79;

THENCE along said right-of-way line in a westerly direction 3,300 ± to centerline of Simpson Creek;

THENCE along centerline of Simpson Creek and 1,000 feet distant south thereof meandering in a general northwesterly direction to the intersection of a telephone cable right-of-way;

THENCE in a southerly direction along said telephone line to an angle point in said telephone line, said angle point being due east from the northern limits of the unincorporated area of Hepzibah (see Note below);

THENCE due west to a point in the West Fork River;

THENCE in a southerly direction along the meandering of said West Fork River to the corporate line of the City of Clarksburg, West Virginia;

THENCE in a westerly direction along said corporation line to the POINT OF BEGINNING.

NOTE: The above described public service district being the same as previously described with the exception of omitting "Town of",and adding "incorporated area(s) of".

LAKE FLOYD PUBLIC SERVICE DISTRICT

BEGINNING at the intersection of State Route 50/8, commonly known as Hall's Run Road, and the westerly side of controlled access right-of-way of US

Route 50 and running
THENCE South 64° 30' East 370 feet to a stake;
THENCE South 33° 40' West 630 feet to a stake;
THENCE South 61° 30' West 521 feet to a stake;
THENCE South 58° 00' West 2,543 feet to a stake;
THENCE South 30° 15' West 879 feet to a stake;
THENCE South 38° 11' West 1,289 feet to a stake;
THENCE North 39° 30' West 635 feet to a stake;
THENCE North 31° 40' East 730 feet to a stake;
THENCE North 45° 23' East 148 feet to a stake;
THENCE North 25° 23' East 225 feet to a stake;
THENCE North 10° 14' East 478 feet to a stake;
THENCE North 13° 30' East 422 feet to a stake;
THENCE North 53° 41' East 831 feet to a stake;
THENCE North 42° 52' East 441 feet to a stake;
THENCE North 68° 35' East 785 feet to a stake;
THENCE North 48° 51' East 485 feet to a stake;
THENCE North 23° 57' East 235 feet to a stake;
THENCE North 73° 40' East 479 feet to a stake;
THENCE North 85° 46' East 128 feet to a stake;
THENCE North 74° 30' East 720 feet to a stake;
THENCE South 15° 30' East 250 feet to the place of beginning.

LUMBERPORT AREA PUBLIC SERVICE DISTRICT

BEGINNING at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears North 62° 30' West 260 feet ± to the Chessie System Railroad tracks);

THENCE with a boundary line of the Short Line Public Service District North 62° 30' West 1,950 feet ± to a point;

THENCE leaving the Short Line Public Service District boundary North 1° 20' West 3,050 feet ± to the top of a ridge (elevation 1346 feet);

THENCE North 37° 50' East 6000 feet to a point which is 380 feet ± due west of Jack Run Road;

THENCE South 45° 30' East 2,150 feet ± to the top of a ridge;

THENCE South 55° 30' East 1,700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek;

THENCE with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts);

THENCE with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary line in a southwesterly direction 5,400 feet ± to a

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point in the center of Tenmile Creek;

THENCE downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line;

THENCE with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek;

THENCE upstream with the meanders of Tenmile Creek 5,450 feet ± to the point of beginning, containing 1,167 acres.

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar Street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE North 52° 04' 14" East, a distance of 975.00 feet to a point;

THENCE North 30° 25' 00" West, a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said

Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc., entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January 1997.

SUMMIT PARK PUBLIC SERVICE DISTRICT

BEGINNING at a point in the Clarksburg Corporation Line, a point in the center of Murphy's Run on the north side of US Route 50;

THENCE with four lines of the said Corporation Line

North 1° West 450 feet,

North 81° West 1400 feet, to a point on the east right-of-way line of Pinnickinnick Street;

THENCE with two lines of said Pinnickinnick Street right-of-way line and Clarksburg Line

North 18° East 900 feet,

North 24° West 900 feet,

THENCE leaving said Pinnickinnick Street right-of-way line and Clarksburg Corporation Line North 48° West 1000 feet to a point on the top of the ridge;

THENCE with 12 lines along the top of the ridge;

North 5° West 2400 feet,

South 86° East 2400 feet,

South 58° East 1200 feet,

North 51° East 1000 feet,

North 14° West 700 feet,

North 23° East 600 feet,

North 31° East 900 feet,

South 51° East 1000 feet,

North 81° East 1000 feet,

North 53° East 1300 feet,

South 57° East 1200 feet,

South 43° East 2000 feet,

THENCE South 59° West 3900 feet to a centerline of the Baltimore and Ohio Railroad;

THENCE with the centerline of the railroad South 22° West 1050 feet;

THENCE leaving said railroad centerline South 52° East 2150 feet to the top of the ridge;

THENCE with the top of the ridge South 66° East 1250 feet to a point;

THENCE South 1150 feet to a point;

THENCE with a line approximately parallel with US Route 50, South 89° West 6000 feet to the beginning, containing 1010.56 acres.

SUN VALLEY PUBLIC SERVICE DISTRICT

BEGINNING at a point, it being the northwesterly corner to the corporation line of the City of Clarksburg, Harrison County, West Virginia having a latitude of North 39° 17' 51" and longitude West 80° 22' 07";

THENCE with the corporate line of the City of Clarksburg South 23° 20' East 0.33 miles (1,742 feet), more or less, to the center of Old US Route 50, now Secondary State Route No. 11;

THENCE continuing with said corporate limits South 6° 20' West 3,400 feet, more or less, to a point in the District line between Clark and Coal Magisterial District;

THENCE with said District line in a westerly direction 1,100 feet to a point;

THENCE leaving said District line South 46° 10' West 4,200 feet to a point;

THENCE South 32° 05' East 2,300 feet to a point;

THENCE South 61° 50' West 10,450 feet, more or less, to the line between the Union and Clark Magisterial Districts;

THENCE with the Magisterial District line 3.7 miles (19,536) feet, more or less, to the intersection of West Virginia State Secondary Routes 33/2 and 33;

THENCE North 59° 30' West 1.7 miles (8,976 feet) to a point in the center of West Virginia State Route 31;

THENCE with State Route 31 crossing US Route 50 North 37° 10' East 1.0 mile (5,280 feet) to a point in West Virginia Secondary Route 5/14;

THENCE East 0.90 mile (4,752 feet) to the Magisterial District line between Tenmile and Clark Magisterial Districts;

THENCE with said District line 1.7 miles (8,976 feet) more or less to a point having a latitude of North 39° 18' 15" and longitude West 80° 26' 16";

THENCE East 2.6 miles (13,728 feet);

THENCE South 63° 00' East 1.4 mile (7,392 feet) to a place of beginning, containing an area of 15.06 square miles.

JANE LEW PUBLIC SERVICE DISTRICT

BEGINNING at a point on the County line between Harrison County and Lewis County, said point being on the watershed divide between McKenney Creek and Lost Creek watersheds at latitude 39° 6' 52" and longitude 80° 20' 55";

THENCE 16,000 feet, more or less, in a northeasterly direction along said watershed divide to the gap on WV Route 25 south of the Town of Lost Creek;

THENCE 4,500 feet, more or less, along the watershed divide between McKenney Run and Dick Run;

THENCE 9,000 feet, more or less, along the watershed divide between McKenney Run and Vens Run (tributaries of Hackers Creek) to the Lewis County and Harrison County line;

THENCE following said county line in an easterly direction 19,500 feet,

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more or less, to the point of beginning.

MUNICIPAL CORPORATIONS

The sewer service area of the municipal corporations of Anmoore, Bridgeport, Clarksburg, Nutter Fort, Salem, Shinnston and Stonewood shall be described as the area encompassing the corporate boundaries of said municipalities and areas outside of the corporate boundaries currently served by existing municipal sewer lines.

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

Entered into the permanent record of Harrison County, West Virginia, this the 22nd day of September, 1998.

HARRISON COUNTY COMMISSION

Thomas A. Tucker
President

Commissioner

Commissioner

ATTEST:

County Clerk

It is ordered that the Commission be adjourned until Tuesday, September 29, 1998 at 10:00 o'clock a.m.

_____, President

ORIGINAL

ENTERED
OB 99-C Page _____

981230alj020599.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
2-25-99

Entered: February 5, 1999

CASE NO. 98-1230-PSD-PC

HARRISON COUNTY COMMISSION
Petition for consent and approval to merge the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District.

RECOMMENDED DECISION

On October 2, 1998, the Harrison County Commission (Harrison County) filed a petition with the Public Service Commission for approval of the merger of the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District.

By Order dated October 26, 1998, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before April 29, 1999.

On November 20, 1998, Staff Attorney James V. Kelsh, Esquire, filed the Final Joint Staff Memorandum to which was attached the Final Internal Memorandum prepared by Mr. Randy Lengyel, Utilities Analyst II, Water and Wastewater Division. Staff recommended that the Commission approve the petition of the Harrison County Commission, subject to the following:

1. The Greater Harrison County Public Service District be required to place the cash assets of the Mt. Clare Road Public Service District into a separate interest-bearing account for repairs, replacements and extensions to the Mt. Clare Road Public Service District;

2. After the Mt. Clare Road Public Service District's debts are paid in full, any cash surplus should be deposited into the Mt. Clare Road Public Service District cash account;

3. Following the merger, the Greater Harrison County Public Service District should continue to charge the current rates of the Mt. Clare Road Public Service District to the former Mt. Clare Road Public Service District customers until otherwise ordered by the Commission, in accordance with Rule 31 of the Commission's Rules and Regulations for the Government of the Construction and Filing of Tariffs of Public Utilities and Common Carriers by Motor Vehicle.

On December 18, 1998, Thomas R. Michael, Esquire, filed a petition for leave to intervene of the Greater Harrison County Public Service District.

By Order dated January 12, 1999, this matter was set for a hearing to be held in the Conference Room, Clarksburg-Harrison Library, Clarksburg, West Virginia, on January 26, 1999. Said Order also provided that the Harrison County Commission give notice of the hearing to be held by publishing a Notice of Hearing, once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Harrison County.

The hearing was held as scheduled on January 26, 1999. The Harrison County Commission was represented by its counsel, Larry Frye, Esquire. Commission Staff was represented by Staff Attorney James V. Kelsh, Esquire. Mr. Guy E. Morris, Jr., Esquire, represented the Clarksburg Water Board, and indicated that he was at the hearing to monitor the proceeding to determine if there would be any effect on the Clarksburg Water Board and had no protest since this petition did not deal with the sewer which might impact the Clarksburg Water Board. A proper affidavit of publication was tendered to the Administrative Law Judge indicating that publication was made in accordance with the Commission's requirements. No one appeared in protest to the application at the hearing.

Since no one appeared in protest, no evidence was taken and the case was submitted as unprotested.

FINDINGS OF FACT

1. On October 2, 1998, the Harrison County Commission filed a petition with the Public Service Commission for approval of the merger of the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District. (See, petition).

2. On November 20, 1998, Staff Attorney James V. Kelsh filed the Final Joint Staff Memorandum to which was attached the Final Internal Memorandum prepared by Mr. Randy Lengyel, Utilities Analyst II, Water and Wastewater Division. Staff recommended that the Commission approve the petition of the Harrison County Commission subject to the three conditions as set forth in Appendix A to this order. (See, Final Joint Staff Memorandum filed November 20, 1998, and Appendix A).

3. By Order dated January 12, 1999, this matter was set for a hearing to be held in Clarksburg on January 26, 1999. Said Order also provided that the Harrison County Commission give notice of the hearing to be held by publishing a Notice of Hearing once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Harrison County. (See, Order dated January 12, 1999).

4. The hearing was held as scheduled on January 26, 1999, at which time a proper affidavit of publication was submitted showing that publication was made in accordance with the Commission's requirements. (See Tr., p. 4).

5. At the hearing held in this matter on January 26, 1999, no one appeared in protest to the Harrison County Commission petition. (See Tr., p. 6).

CONCLUSION OF LAW

Since the Harrison County Commission gave notice of the hearing to be held on its petition on January 26, 1999, in accordance with the Commission's requirements and no one appeared at said hearing to give protest to the petition, the petition of the Harrison County Commission filed on October 2, 1998, seeking approval of the merger of Mt. Clare Road Public Service District into the Greater Harrison County Public Service District can be approved, subject to the Staff-recommended conditions as set forth in Appendix A to this order.

ORDER

IT IS, THEREFORE, ORDERED that the order of the Harrison County Commission, dated September 22, 1998, and filed on October 2, 1998, merging the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District, be, and the same hereby is, approved, subject to the conditions as set forth in Appendix A to this 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 of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

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

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

Robert W. Glass
Administrative Law Judge

RWG:mal
981230AA.WPD

APPENDIX A

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 98-1230-PSD-PC

HARRISON COUNTY COMMISSION.
Petition for consent and approval to merge the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District.

CONDITIONS OF MERGER

1. The Greater Harrison County Public Service District shall place the cash assets of the Mt. Clare Road Public Service District into a separate interest-bearing account for repairs, replacements and extensions to the Mt. Clare Road Public Service District;

2. After the Mt. Clare Road Public Service District's debts are paid in full, any cash surplus shall be deposited into the Mt. Clare Road Public Service District cash account;

3. Following the merger, the Greater Harrison County Public Service District shall continue to charge the current rates of the Mt. Clare Road Public Service District to the former Mt. Clare Road Public Service District customers until otherwise ordered by the Commission, in accordance with Rule 31 of the Commission's Rules and Regulations for the Government of the Construction and Filing of Tariffs of Public Utilities and Common Carriers by Motor Vehicle.

Public Service Commission
(;inia

Session Held FRIDAY, JANUARY 12, 20 01

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 8315-B-00

STATE OF WEST VIRGINIA,

In the presence of the Clerk of the Harrison County Commission

In vacation of the Commission, FRIDAY, JANUARY 12, 2001:

NO BUSINESS TRANSACTED BY THE CLERK.

Attest:

_____, Clerk

STATE OF WEST VIRIGNIA,

In the presence of the Clerk of the Harrison County Commission

In vacation of the Commission, TUESDAY, JANUARY 16, 2001:

Ralph L. Miller Granted Minister's License

Upon application of Ralph L. Miller, who proved to the satisfaction of the Clerk that he is an ordained minister of the United Methodist Church, it is ordered that the said Ralph L. Miller, who was ordained on the _____ day of _____, 19___, be and he is hereby granted a license to solemnize the rites of marriage in all the Counties of this State.

No bond was required of said Ralph L. Miller, who presented proof of his ordination by said church.

James L. Scudere Qualified as Member of Greater Harrison Public Service Dist.

This day came James L. Scudere, who had been previously appointed as a member of the Greater Harrison Public Service District, and accepted said office or trust and took the oath prescribed by law. The term of office of Mr. Scudere will commence on January 16, [*]

The term of office of Mr. Scudere will commence on January 16, 2001 and continue until January 16, 2006.

William Jody Derrickson — Qualified as Member of Greater Harrison Public Service Dist.

This day came William Jody Derrickson, who was previously appointed as a member of the Greater Harrison Public Service District to fill the unexpired term of Sharon Muthig, and accepted said office or trust and took the oath prescribed by law.

His term of office will continue until September 14, 2005.

Received Time Jun.23. 3:32PM

Evan Hugus

Re-Appointed Member of Greater Harrison County Public Service District

WHEREAS, the term of office of Evan Hugus as a member of the Greater Harrison County Public Service District has expired; and,

WHEREAS, the County Commission desires to re-appoint said member,

NOW BE IT THEREFORE ORDERED THAT Evan Hugus be and he is hereby re-appointed as a member of the Greater Harrison County Public Service District Board for a term of six (6) years beginning November 19, 1997 and continuing until November 19, 2003.

Thereupon came said Evan Hugus and accepted said office or trust and took the oath prescribed by law.

William Coffindaffer

Appointed Member of Greater Harrison County Public Service District

WHEREAS, the County Commission of Harrison County by order created the Greater Harrison County Public Service District; and,

WHEREAS, the County Commission increased the number of members on said board from three to five; and,

WHEREAS, the Commission desires to appoint an additional member to said board;

NOW BE IT THEREFORE ORDERED THAT William Coffindaffer be and he is hereby appointed a member of the Greater Harrison County Public Service District Board for a term of Six (6) years beginning December 9, 1997 and to continue until December 9, 1993.

Thereupon came said William Coffindaffer and accepted said office or trust and took the oath prescribed by law.

The County Commission of Harrison County

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

STATE OF WEST VIRGINIA,

In the prsence of the Clerk of the Harrison County Commission

In vacation on the Commission, FRIDAY, AUGUST 9, 2002:

NO BUSINESS WAS TRANSACTED BY THE CLERK.

Attest:

_____, Clerk

Monday, August 12, 2002

The Commission sat pursuant to its adjournment on

Monday, July 29, 2002

Present: Roger Diaz, Commissioner
James D. Smith, Jr., Commissioner

CLAIMS -- ALLOWED August 2002

Claims against Harrison county and the several districts thereof having been allowed as allowed as required by law, were this day examined by the County Commission and found to be correct. It is therefore ordered that the sae be allowed and paid out of the res pective funds, as hereby appropriated out of the respective funds to-wit:

GENERAL COUNTY FUND	$ 967,971.33
COAL SEVERANCE TAX FUND	----------
DOG & KENNEL FUND	1,044.50
GENERAL SCHOOL FUND	7,780.00
MAGISTRATE COURT FUND	171.69
WORTHLESS CHECK FUND	----------
HOME DETERNTION FUND	15,480.36
HC BLOCK GRANT FUND	----------
PARTNERSHIP GRANT FUND	[illegible]

HC BLOCK GRANT FUND	----------
PARTNERSHIP GRANT FUND	50,000.00
COMPREHENSIVE PLANNING	----------
FIREFIGHTERS BUILIDING FUND	15,290.14
DRUG TASK FORCE FUND	1,183.77
COURTHOUSE RENOVATION FUND	----------
D. A. R. E.	----------
REVOLVING LOAN FUND	----------
COMMUNITY IMPROVEMENT FUND	----------

Received Time Jun.23. 3:32PM

CLAIMS -- ALLOWED CONTINUED	
ENHANCED 9-1-1 EQUIPMENT	$ ----------
ASSESSORS" VALUATION FUND	33,047.18
CONCEALED WEAPONS PERMITS	----------
VOTERS REGISTRATION FUND	----------
COMMUNITY CRIMINAL JUSTICE	----------
FEDERAL FORFEITURE	----------
SPECIAL LAW ENFORCEMENT	----------
FEMA HAZARD MITIGATION GRANT	----------
WV DEPUTY SHERIFFS RETIREMENT FUND	1,326.50
GRAND TOTAL	$ 1,093,295.37

Gregory D. Robertson — Re-Appointed Member of Greater Harrison Public Service District Board

This day came Gregory D. Robertson, who was heretofore re-appointed as a member of the Greater Harrison Public Service District Board, and accepted said office or trust and took the oath prescribed by law for a Six-year (6) term continuing until August 2008.

Angelo Moschella — Appointed Member of The Enlarged Hepzibah Public Service District Board

This day came Angelo Moschella, who was this day, appointed as a Member of the Enlarged Hepzibah Public Service District Board for a term of Six (6) years, and accepted said office or trust and took the oath prescribed by law.

His term of office to continue until August 12, 2008

[*]

His term of office to continue until August 12, 2008.

Roger Diaz

Appointed Member of Local Elected Officials of the Workforce Investment Board.

This day came Roger Diaz, who was appointed a member of the Local Elected Officials of the Workforce Investment Board, to fill the vacancy caused by the resignation of Beth Taylor as such member, and accepted said office or trust and took the oath prescribed by law.

STATE OF WEST VIRGINIA,

County of Harrison:

I, SYLVIA BASILE, Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in OATH Book No. 12 at Page 884, of said records.

Given under my hand and Seal of said Office this 13 day of May, 2003.

Sylvia Basile

Clerk, Harrison County Commission

CC-P-11

12 884

OATH OF OFFICE AND CERTIFICATE

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

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

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

Signature of Affiant Evan Hugus
Evan Hugus

Subscribed and sworn to before me, in said County and State, this 9th day of December 1997.

Thomas A. Keeley
Thomas A. Keeley, President

Roger Diaz
Roger Diaz, Member

Beth Taylor
Beth Taylor, Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SYLVIA BASILE, Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in BOND & OATH Book No. 35 at Page 49, of said records.

Given under my hand and Seal of said Office this 13 day of May, 2003.

Sylvia Basile

Clerk, Harrison County Commission

CC-P-11

OATH OF OFFICE AND CERTIFICATE

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

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

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

Signature of Affiant
Gregory D. Robertson

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

Beth Taylor, President

Roger Diaz, Member

James D. Smith, Jr., Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SYLVIA BASILE, Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in OATH Book No. 12 at Page 885, of said records.

Given under my hand and Seal of said Office this 13 day of May, 2003.

Sylvia Basile

Clerk, Harrison County Commission

CC-P-11

OATH OF OFFICE AND CERTIFICATE

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

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

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

Signature of Affiant William Coffindaffer
William Coffindaffer

Subscribed and sworn to before me, in said County and State, this 9th day of December 1997.

Thomas A. Keeley
Thomas A. Keeley, President

Roger Diaz
Roger Diaz, Member

Beth Taylor
Beth Taylor, Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SYLVIA BASILE, Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in OATH Book No. 13 at Page 312, of said records.

Given under my hand and Seal of said Office this 13 day of May, 2003.

Clerk, Harrison County Commission

CC-P-11

OATH OF OFFICE AND CERTIFICATE

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

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

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

Signature of Affiant James L Scudere
James L. Scudere

Subscribed and sworn to before me, in said County and State, this 16th day of January 2001.

Beth Taylor, President

Thomas A. Keeley, Member

Roger Diaz, Member

STATE OF WEST VIRGINIA,

County of Harrison:

I, SYLVIA BASILE, Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in OATH Book No. 13 at Page 313, of said records.

Given under my hand and Seal of said Office this 13 day of May 2003.

Sylvia Basile

Clerk, Harrison County Commission

CC-P-11

OATH OF OFFICE AND CERTIFICATE

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

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

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

Signature of Affiant William J. Derrickson
William Jody Derrickson

Subscribed and sworn to before me, in said County and State, this 16th day of January 2001.

Beth Taylor, President

Thomas A. Keeley, Member

Roger Diaz, Member

RULES OF PROCEDURE

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT.

Section 2. The principal office of this Public Service District will be located at Highland Dam Road, West Milford, Harrison County, West Virginia.

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

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

ARTICLE II

PURPOSE

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

ARTICLE III

MEMBERSHIP

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

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

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

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

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

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

PUBLIC NOTICE OF MEETINGS

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

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

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

ARTICLE V

OFFICERS

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

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

ARTICLE VI

DUTIES OF OFFICERS

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

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

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

Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary

or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

ARTICLE VII

AMENDMENTS TO RULES OF PROCEDURE

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

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

Adopted this 18th day of June, 2003.

CASE NO. 01-0163-PSD-PF
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT,
a public utility.

Notice is hereby given pursuant to the requirements of West Virginia Code §16-13A-25 of the intent of Greater Harrison County Public Service District, a public utility, to file an application with the Public Service Commission for a certificate of convenience and necessity WHEREAS, on January 19, 2001, Greater Harrison County Public Service District, a public utility, filed a letter, containing a prefiling of certain information for a forthcoming sewer certificate application to extend sewer services in the Good Hope area of Harrison County to approximately 161 new residential customers, in the area of U.S. Route 19, South of Clarksburg, in Harrison County to provide service to 49 new residential customers and to S&S Landfill, in the area of Lost Creek north to Hastings Run Road in Harrison County to provide service to 65 new residential customers, to provide for major improvements to the District's existing wastewater treatment plant in West Milford, Harrison County, to extend sewer service in the area of U.S. Route 19, north from S&S Landfill to Meadowview Apartments, in Harrison County, to provide sewer service to 2 new residential customers and one new commercial customer, Meadowview Apartments, to extend sewer service north of Lost Creek, from the Hastings Run Road to I-79, in Harrison County, to provide service to 51 new residential customers, to replace existing sewer lines in Laurel Valley Subdivision in Harrison County, providing service to 180 residential customers, and providing for a sanitary sewer extension to Laurel Lea Subdivision in Harrison County to provide service to 33 new residential customers, and to provide a san sewer extension to the communities of Arlington, Gle. .is, Dawmont and Gore in Harrison County to provide sewer service to 376 new residential customers, where the collected sewage will be treated at the wastewater treatment plant of the Clarksburg Sanitary Board, a municipal corporation.

It is anticipated that the entire project cost will not exceed $13,625,000.00. It is anticipated that the proposed project will be funded by a West Virginia Infrastructure & Jobs Development Council Loan in an amount not to exceed $690,000, at an interest rate not to exceed 0%, for a term not to exceed forty (40) years, a West Virginia Infrastructure & Jobs Development Council Grant in an amount not to exceed $500,000.00, a further West Virginia Infrastructure & Jobs Development Council Loan in an amount not to exceed $3,440,000.00, at an interest rate not to exceed 0%, for a term not to exceed 40 years, a Small Cities Block Grant in an amount not to exceed $1,500,000.00, a West Virginia State Revolving Fund Loan in an amount not to exceed $6,245,000.00, at an interest rate not to exceed 0.5% for a period of time not to exceed thirty years, and a United States Rural Utility Service Grant, in an amount not to exceed $1,250,000.00.

Greater Harrison County Public Service District currently has a case pending before the Commission to consolidate it's sew s which case number is 00-1661-PSD-42T. This new , ing proceeding will require a further increase in sewer rates and charges. The amount of the increase depends on the rates that are approved in the pending Rule 42T proceeding. If the requested rates in the pending Rule 42T proceedings are approved, then the increase in rates required by this project will produce approximately $266,000 annually in additional revenue, an increase of 22.61%. This additional revenue is needed to cover additional operation and maintenance costs and additional billing, collection and administrative costs. The average monthly bill for the various classes of customers (based upon usage of 4,500 gallons per month) will changed as follows:

	Increase	% Increase
Residential	$9.70	23.45%
Commercial	$9.70	23.45%
Industrial	$9.70	23.45%

This prefiling may be converted to a formal application for a certificate of convenience and necessity not earlier than (30) days from the second publication of this Notice. Anyone desiring to make objection to said application must do so in writing, within thirty (30) days after the publication of this notice, to Sandra Squire, Executive Secretary, P.O. Box 812, Charleston, West Virginia 25323.

GREATER HARRISON COUNTY
PUBLIC SERVICE DISTRICT

STATE of WEST VIRGINIA
SHELLEY F. RIFFLE
Clarksburg Publishing Co.
PO Box 2000, 324 Hewes Ave.
Clarksburg, WV 26302-2000
My Commission Expires July 21, 2009

PUBLISHER'S CERTIFICATE

_____

vs.

_____

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON

I, SARA V. SHINGLETON

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

PUBLIC SERVICE COMMISSION

was published in said THE CLARKSBURG EXPONENT once a week for 2 successive weeks,

commencing on the 26 day of January 20 01

and ending on the 2 day of February 20 01

The publisher's fee for said publication is $ 84.89

Given under my hand this 2 day of February 2001

Sara V. Shingleton
Classified Manager of The Clarksburg Exponent

SEAL

Subscribed and sworn to before me this 2 day of February, 20 01

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

My commission expires on the 21 day of July 2009.

Form CA-15 E

SEE TAB No. 25

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ORGANIZATIONAL MEETING,
ADOPTION OF RULES OF PROCEDURE,
BOND RESOLUTION, SUPPLEMENTAL RESOLUTION,
RESOLUTION APPROVING INVOICES
AND RESOLUTION AUTHORIZING MERGER

The undersigned SECRETARY of the Public Service Board of Greater Harrison County Public Service District, hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

*** *** ***

The Public Service Board of Greater Harrison County Public Service District met in regular session, pursuant to notice duly posted, on the 18th day of June, 2003, in West Milford, West Virginia, at the hour of 8:30 a.m.

PRESENT:	Chairman	-	William L. Coffindaffer
	Secretary	-	Gregory D. Robertson
	Treasurer	-	Evan Hugus
	Member	-	Jim Scudere
	Member	-	William J. Derrickson

ABSENT: None.

William L. Coffindaffer, Chairman, presided, and Gregory D. Robertson acted as Secretary. The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Board held its organizational meeting for the calendar year of 2003. The officers are as follows:

Chairman	-	William L. Coffindaffer
Treasurer	-	Evan Hugus
Secretary	-	Gregory D. Robertson

Thereupon, the Chairman presented proposed Rules of Procedure for consideration and there was discussion. Thereupon, upon motion duly made by Greg Robertson and seconded by Jim Scudere, it was unanimously ordered that the said Rules of Procedure be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Bond Resolution in writing entitled:

RESOLUTION AUTHORIZING THE REFUNDING OF THE OUTSTANDING SEWERAGE SYSTEM DESIGN NOTES, SERIES 2000 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,981,165 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), AND $4,130,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO 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, upon motion duly made by William J. Derrickson and seconded by Evan Hugus, it was unanimously ordered

that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM) AND SEWER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by William J. Derrickson and seconded by Evan Hugus, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Resolution in writing entitled:

RESOLUTION OF THE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO THE CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED WASTEWATER PROJECT AND AUTHORIZING PAYMENT HERETO

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by William J. Derrickson and seconded by Gregory D. Robertson, it was unanimously ordered that the said Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Resolution in writing entitled:

A RESOLUTION APPROVING AND RATIFYING THE MERGER OF MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT INTO GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE ASSUMPTION OF THE BONDS AND THE RECEIPT OF ALL ASSETS OF MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT BY GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Evan Hugus and seconded by Greg Robertson, it was unanimously ordered that the said Resolution be adopted and be in full force and effect on and from the date hereof.

*** *** ***

CERTIFICATION

I hereby certify that the foregoing action of Greater Harrison County Public Service District remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 26th day of June, 2003.

Secretary

06/17/03
352650.00001

NOTICE OF PUBLIC HEARING
OF THE PUBLIC SERVICE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT TO ADOPT BOND RESOLUTION

A regular meeting of the Public Service Board of the Greater Harrison County Public Service District (the "PSD") will be held to consider and adopt the following-entitled Resolution, and to take such other action as necessary in relation thereto, on Wednesday, June 18, 2003 at 8:30 a.m., prevailing time, at the Community Center in West Milford, West Virginia, and at such meeting the Board shall consider and adopt such Resolution entitled:

RESOLUTION AUTHORIZING THE REFUNDING OF THE OUTSTANDING SEWERAGE SYSTEM DESIGN NOTES, SERIES 2000 AT (WEST VIRGINIA INFRASTRUCTURE FUND), OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $1,981,165 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA SRF PROGRAM), AND $4,130,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above-quoted title of the Resolution describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The proceeds of the Bonds will be used to provide permanent financing of a portion of the costs of (i) to pay in full the entire outstanding principal of, all interest accrued on, if any, and the administrative fee for the Issuer's Sewerage System Design Notes, Series 2000 a (West Virginia Infrastructure Fund); (ii) to pay a portion of the costs of acquisition and construction of improvements and extensions to the existing public sewerage system of the Issuer (the "Project"); (iii) to fully fund Reserve Accounts for the Bonds; and (iv) to pay certain costs of issuance of the Bonds and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the sewerage system of the District.

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

Dated: May 29, 2003.

/s/ Gregory Robertson
Secretary

PUBLISHER'S CERTIFICATE

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON

I, SARA V. SHINGLETON

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

PUBLIC HEARING

was published in said THE EXPONENT-TELEGRAM one time on the 5 day of June 20 03

The publisher's fee for said publication is $ 43.80

Given under my hand this 9 day of June 20 03

Sara V. Shingleton
Classified Manager of The Exponent-Telegram

Subscribed and sworn to before me this 9 day of June 03, 20

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

My commission expires on the 21 day of July 2009

Form CA-14 E

OFFICIAL SEAL
NOTARY PUBLIC
STATE of WEST VIRGINIA
SHELLEY F. RIFFLE
Clarksburg Publishing Co.
PO Box 2000, 324 Hewes Ave.
Clarksburg, WV 26302-2000
My Commission Expires July 21, 2009

WV MUNICIPAL BOND COMMISSION
812 Quarrier Street
Suite 300
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: June 26, 2003

(See Reverse for Instructions)

ISSUE: Greater Harrison County Public Service District Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program)

ADDRESS: P.O. Box 190, West Milford, West Virginia 26451 COUNTY: Harrison

PURPOSE OF ISSUE: New Money: X
Refunding: ____

REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE: June 26, 2003 CLOSING DATE: June 26, 2003

ISSUE AMOUNT: $1,981,165 RATE: 0%; Administrative Fee: 1/2%

1ST DEBT SERVICE DUE: March 1, 2005 1ST PRINCIPAL DUE: March 1, 2005

1ST DEBT SERVICE AMOUNT: $ 12,865.00 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson PLLC
Contact Person: John C. Stump, Esq.
Phone: 353.8196

UNDERWRITERS COUNSEL: Jackson Kelly PLLC
Contact Person: Samme L. Gee, Esq.
Phone: 340.1318

CLOSING BANK: Harrison County Bank
Contact Person: Carol Nay
Phone: 304.745.3332

ESCROW TRUSTEE: ____
Contact Person: ____
Phone: ____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: William Hoover
Position: Manager
Phone: 304.745.3463

OTHER: WV Department of Environmental Protection
Contact Person: Rosalie Brodersen
Function: Branch Leader
Phone: 558.4607

DEPOSITS TO MBC AT CLOSE:

By: ____ Wire
X Check

____ Accrued Interest: $____
____ Capitalized Interest: $____
X Reserve Account: $ See Notes Below
____ Other: ____ $____

REFUNDS & TRANSFERS BY MBC AT CLOSE

By: ____ Wire
____ Check
____ IGT

____ To Escrow Trustee: $____
____ To Issuer $____
____ To Cons. Invest. Fund $____
____ To Other: ____ $____

NOTES: $51,460 for the Series 2003 A Bonds Reserve Account and $107,273 for the Series 2003 B Reserve Account.

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

CH603098.1

26A

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.

WV MUNICIPAL BOND COMMISSION
812 Quarrier Street
Suite 300
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: June 26, 2003

(See Reverse for Instructions)

ISSUE: Greater Harrison County Public Service District Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund)

ADDRESS: P.O. Box 190, West Milford, West Virginia 26451 COUNTY: Harrison

PURPOSE OF ISSUE: New Money: X
Refunding: X

REFUNDS ISSUE(S) DATED: July 27, 2000

ISSUE DATE: June 26, 2003

CLOSING DATE: June 26, 2003

ISSUE AMOUNT: $4,130,000

RATE: 0%

1ST DEBT SERVICE DUE: March 1, 2005

1ST PRINCIPAL DUE: March 1, 2005

1ST DEBT SERVICE AMOUNT: $ 26,818.19

PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson PLLC
Contact Person: John C. Stump, Esq.
Phone: 353.8196

UNDERWRITERS COUNSEL: Jackson Kelly PLLC
Contact Person: Samme L. Gee, Esq.
Phone: 340.1318

CLOSING BANK: Harrison County Bank
Contact Person: Carol Nay
Phone: 304.745.3332

ESCROW TRUSTEE:
Contact Person:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: William Hoover
Position: Chairman
Phone: 304.745.3463

OTHER: WV Infrastructure and Jobs Development Council
Contact Person: Katy Mallory
Function: Executive Director
Phone: 558.4607

DEPOSITS TO MBC AT CLOSE:
By: X Wire
____ Check

____ Accrued Interest: $
____ Capitalized Interest: $
____ Reserve Account: $
X Other: * $206,000

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire
____ Check
____ IGT

____ To Escrow Trustee: $
____ To Issuer $
____ To Cons. Invest. Fund $
____ To Other: $

NOTES: * Paying off the Issuer's Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund)

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

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

Harrison County Bank, Lost Creek, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Resolution of Greater Harrison County Public Service District (the "Issuer") adopted June 18, 2003, and the Supplemental Resolution of the Issuer adopted June 18, 2003 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), and Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), both dated June 26, 2003, issued in the respective principal amounts of $1,981,165 and $4,130,000 (collectively, the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 26th day of June, 2003.

HARRISON COUNTY BANK

By: _____
Its Authorized Officer

06/13/03
352650.00001

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Greater Harrison County Public Service District Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), and Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), both dated June 26, 2003, issued in the respective principal amounts of $1,981,165 and $4,130,000 (collectively, the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 26th day of June, 2003.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

06/19/03
352650.00001

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of Greater Harrison County Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewer Revenue Bond, Series 2003 A (West Virginia SRF Program), of the Issuer, dated June 26, 2003, in the principal amount of $1,981,165, numbered AR-1, and the single, fully registered Sewer Revenue Bond, Series 2003 B (West Virginia Infrastructure Fund), of the Issuer, dated June 26, 2003, in the principal amount of $4,130,000, numbered BR-1, were registered as to principal only in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of The Huntington National Bank, as Registrar.

WITNESS my signature on this 26th day of June, 2003.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

06/13/03
352650.00001

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 26th day of June, 2003, by and between GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $1,981,165 Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program), and $4,130,000 Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund), in fully registered form (collectively, the "Bonds"), pursuant to the Bond Resolution of the Issuer duly adopted June 18, 2003, and the Supplemental Resolution of the Issuer duly adopted June 18, 2003 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER: Greater Harrison County Public Service District
Post Office Box 190
West Milford, West Virginia 26451
Attn: Chairman

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Bond Legislation.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

GREATER HARRISON PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

06/13/03
352650.00001

EXHIBIT A

Bond Legislation included in bond transcript as Documents Nos. 1 and 2.

SCHEDULE OF COMPENSATION

Private Financial Group
900 Lee Street, 11th Floor
P. O. Box 3985
Charleston, West Virginia 25339-3985

Huntington

STATEMENT OF TRUSTEE'S FEES
Invoice Date July 2003

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
Account Number 6089001809

Greater Harrison County Public Service District
Sewer Revenue Bonds, Series 2003 A, Series 2003 B
C/O John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR July 2003

****

TOTAL AMOUNT	$	500.00
TOTAL DUE	**$**	**500.00**

* FEE INVOICES ARE PAYABLE WITHIN 30 DAYS. IF PAYMENT *
* IS NOT RECEIVED, FEES WILL BE DEDUCTED FROM THE PLAN *
* .. MAIL CHECK TO: HUNTINGTON NATIONAL BANK, ATTN: DEBRA . . *
* .. BOWDEN, PO BOX 3985, CHARLESTON, WV 25339-3985 . . . . . .*

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304)348-5035

Division of Water and Waste Management
1201 Greenbrier Street
Charleston, West Virginia 25311
Phone (304) 558-4086
Fax (304) 558-5903

West Virginia Department of Environmental Protection

Bob Wise
Governor

Stephanie R. Timmermeyer
Cabinet Secretary

May 30, 2003

MR. RICHARD HUDKINS
GREATER HARRISON CNTY PSD
PO BOX 190
WEST MILFORD, WV 26451

CERTIFIED RETURN RECEIPT REQUESTED

Dear Permittee:

Enclosed please find WV/NPDES Permit Number WV0084301 dated May 30, 2003.

Please note that a Discharge Monitoring Report (DMR) is to be completed and submitted to this Division each month. It is suggested that several copies of the enclosed DMR forms be made for your future use, as this Division does not supply permittees with DMR forms.

Special Condition: No. 1:
On completion of the upgrades to the wastewater collection and treatment system(s), the permittee shall submit a revised annual permit fee sheet in order to calculate the correct annual permit fee.
Special Condition No. 2:
On completion of the upgrades of the wastewater collection and treatment system, the existing wastewater treatment package plant operated and maintained under the General Permit Registration No. WVG550187 serving Laurel Lea Subdivision and the existing wastewater treatment lagoon operated and maintained under the General Permit Registration No. WVG550390 serving Post School Meadow Subdivision shall be closed and/or removed from operation. Greater Harrison County PSD shall adhere to Bureau of Health Interpretive Rule 16-1, Series VII, Section 4, Part VIII - Abandoning Sewage Systems.

Finally note that copies of all future correspondence regarding the permit including copies of DMRs must be forwarded to the Field Inspector and Field Supervisor at the following address:

Department of Environmental Protection
Environmental Enforcement
2031 Pleasant Valley Rd
Suite # 1
Fairmont, WV 26554

Also, please note the attachment to this permit which describes the annual permit fee requirement. Reissuance of your permit does not change the annual fee billing cycle.

If you have any questions, please contact Bhupinder Gill of this Division at (304) 558-4086 or our TDD number (304) 558-2751.

Sincerely,

Pravin G. Sangani, P.E.
Manager, Permitting Section

PGS:bg

Enclosures

IC-2
(7/30/01)

GRANT AGREEMENT

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") and GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT (the "Governmental Agency").

RECITALS

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed $1,775,000 (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the project described in Exhibit A attached hereto and incorporated herein by reference (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency's understandings and agreements with regard to the Grant.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Authority and the Governmental Agency hereby agree as follows:

TERMS

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources.

2. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority.

3. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

4. The Governmental Agency will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A.

5. The Governmental Agency shall comply with and is bound by the Council's rules set forth as Title 167, Series 1 and more particularly Section 5.9 with respect to the sale of the Project.

6. The Governmental Agency acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

7. The Governmental Agency shall list the Grant provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

8. This Grant Agreement shall be governed by the laws of the State of West Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by the respective duly authorized officers as of the date executed below by the Authority.

GREATER HARRISON COUNTY
PUBLIC SERVICE DISTRICT

By: William L. Coffindaffer
Its: Chairman
Date: June 26 2003

(SEAL)

Attest:

Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: Daniel B. Lyntkoski
Its: Director
Date: June 26 2003

(SEAL)

Attest:

Barbara B Meadows
Its: Secretary-Treasurer

000832/00466
05/13/03

Exhibit A

Project Description

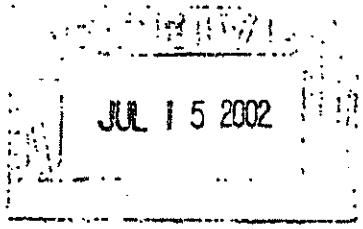
The Project consists of improvements to the Governmental Agency's existing wastewater treatment plant and sanitary sewer extensions to approximately 363 new customers in Harrison County, West Virginia.

STATE OF WEST VIRGINIA

NATIONAL UNION FIRE INSURANCE CO.
OF PITTSBURGH, PA. 70 PINE STREET
NEW YORK, NY 10270

ADDITIONAL INSURED:

GREATER HARRISON COUNTY PSD
P. O. BOX 190
WEST MILFORD, WV 26451



CERTIFICATE NO: L 2707 Jan 28, 1988

This certifies that the insured named above is an Additional Insured for the Coverage indicated below under General Liability Policy GL 6125397 and Automobile Policy CA 5349301 issued to the State of West Virginia by NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA.

This certificate presents a summary of coverage. The policies may be inspected at the office of the Board of Risk and Insurance Management, 90 MacCorkle Avenue SW, Suite 203 South Charleston, WV 25303 during its regular business hours. Reproduction of the policies shall be at cost.

COVERAGE PERIOD

From: Jul 1, 2002 To: Jul 1, 2003 12:01 Eastern Standard Time.

COVERAGE AFFORDED

The Additional Insured is Insured for the following Coverages:

Comprehensive General Liability Insurance
Personal Injury Liability Insurance
Professional Liability Insurance
Stop Gap Liability Insurance
Wrongful Act Liability Insurance
Comprehensive Auto Liability Insurance
Auto Physical Damage Insurance, including comprehensive and collision, and
Garagekeepers Insurance

LIMITS OF LIABILITY

EACH OCCURRENCE.

$1,000,000 each occurrence for all coverage combined. This limit is not increased if a claim is insured under more than one coverage or if claim is made against more than one insured.

SPECIAL LIMITS.

The auto physical damage limit is the actual cash value of each vehicle, including mobile equipment, subject to a $1,000 deductible.

DEFENSE COSTS.

Defense costs are in addition to the each occurrence limit of liability.

NOTICE OF CLAIM

All notice of claim should be sent to:

Claim Manager
West Virginia Board of Risk and Insurance Management
90 MacCorkle Avenue S.W.
Suite 203
South Charleston, West Virginia 25303
(304) 766-2646, (800) 345-4669 FAX: (304) 766-2653

OTHER PROVISIONS

SUBJECT TO POLICY TERMS.

The insurance evidenced by this Certificate is subject to all of the terms, conditions, exclusions and definitions in the policies.

OTHER INSUREDS.

The members of the governing body of the Additional Insured named above, its elected or appointed officials, executive officers, directors, commissioners, board members, volunteer workers, student teachers, and employees are also insureds under the policies while acting within the scope of their duties as such.

STATUTORY IMMUNITIES.

It is a condition precedent of coverage under the policies that the Additional Insured does not waive any statutory or common law immunity conferred upon it.

EXCESS COVERAGE.

If the Additional Insured has other primary insurance for the hazards covered by the above policies, the coverage afforded by this certificate does not apply to losses occurring before the expiration or termination date of the other insurance except to the extent that the amount of loss exceeds the limit of liability of the other insurance, but then only for an amount not exceeding the difference between $1,000,000 and the limit of liability of the other insurance.

MEMORANDUM OF PROPERTY INSURANCE
PROVIDED BY
STATE BOARD OF RISK AND INSURANCE MANAGEMENT

NAME OF INSURED: GREATER HARRISON COUNTY PSD

P. O. BOX 190
WEST MILFORD, WV 26451

MEMORANDUM NO: P 2707 - Jan 28, 1988

COVERAGE PERIOD: From Jul 1, 2002 To Jul 1, 2003 12:01 E.S.T.

DEDUCTIBLE: $1,000 Each Occurrence

This memorandum presents a summary of coverage only and is subject to the terms, conditions and exclusions of the entire policy. The policy may be inspected at the office of The Board of Risk and Insurance Management, 90 MacCorkle Ave SW, Suite 203 So Chas, WV 25303 during its regular business hours. Reproduction of the policy shall be at cost.

1. AMOUNT OF COVERAGE. Subject to the limitations that follow the maximum amount payable for a covered loss is $201,000,000 each occurrence.

   a. Fidelity Honest Bond. The maximum amount payable is $2,000,000.

   b. Money and Securities. The maximum amount payable is $1,500,000.

   c. Vehicles and mobile equipment. The maximum amount payable is $7,000,000 and applies in excess of the amount recoverable under the physical damage coverage included in the liability certificate.

   d. Boiler and Machinery. The maximum amount payable is $7,000,000.

2. PROPERTY COVERED.

   a. All real and personal property owned by the Insured, except as stated in item 3 below.

   b. Property of others in the Insured's custody, if the Insured is legally responsible for the loss.

   c. When resulting from damage to Insured-owned property:

      (1) The cost to recreate valuable papers and records.
      (2) The increase in operating expenses required to continue operations.

3. PROPERTY EXCLUDED:

   a. Aircraft.

   b. Roads, bridges, tunnels, dams, guard rails, outdoor signs and similar property.

   c. Buildings in the course of construction.

   d. Plants and animals.

4. PERILS COVERED:

   Coverage applies to losses from any cause, except as stated in item 5 below.

5. PERILS NOT COVERED:

   a. Nuclear contamination.

   b. Wear and tear, rust, dryrot and similar degenerative causes.

   c. Pollution and contamination

   d. Earth movement and flood.

   e. Failure of data processing or other equipment or machinery to recognize a specific date.

6. AMOUNT PAYABLE FOR COVERED LOSSES:

   a. Artwork. The amount for which the item is carried on the Insured's books.

   b. Vehicles and mobile equipment. The actual cash value of the vehicle.

   c. Valuable Papers. The cost to duplicate the papers, including the cost of research time necessary to gather required information.

   d. Extra Expense. The increase in operating expense necessarily incurred to continue normal operations.

   e. Income. The loss of income that would have been received had no loss occurred, less expenses that will not continue.

   f. Other Property. The replacement cost of the damaged or destroyed property.

7. DEFINITIONS:

a. Occurrence. The term "occurrence" means the total loss by any peril or combination of perils insured against arising out of a single event.

b. Replacement Cost. The term "replacement cost" means the cost to replace or reinstate the property, or any part or parts thereof, on the same site in a condition equal to, but not superior to or more extensive than, the condition when new.

8. CONDITIONS UNDER WHICH COVERAGE IS PROVIDED:

a. The building and its contents must have been reported to the Board.

b. The loss must be promptly reported to the Board on "Insurance Loss Notice" form provided by the claim department, and mailed to the location shown in item 9 below.

9. QUESTIONS AND LOSS REPORTING:

If there are any questions or to report a loss, contact:

Claim Manager
West Virginia Board of Risk and Insurance Management
90 MacCorkle Avenue S.W.
Suite 203
South Charleston, West Virginia 25303

Phone: (304) 766-2646
(800) 345-4669
FAX: (304) 766-2653

DATE: June 28, 2002 BY: _____
AUTHORIZED REPRESENTATIVE

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds,
Series 2003 A (West Virginia SRF Program) and
Series 2003 B (West Virginia Infrastructure Fund)

RECEIPT OF PAYMENT

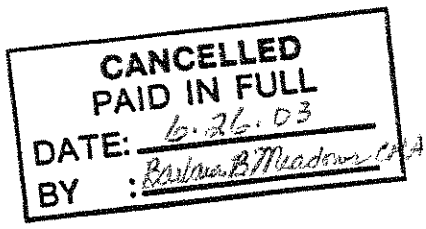
The undersigned duly authorized representative of the West Virginia Water Development Authority, the registered owner of the Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund) (the "Notes"), of Greater Harrison County Public Service District (the "Issuer"), dated July 27, 2000, in the original aggregate principal amount of $200,000, bearing no interest, hereby certifies that it has received the sum of $206,000 from the Issuer and that such sum is sufficient to pay the entire outstanding principal amount of the Notes and the administrative fee thereon and discharge the liens, pledges and encumbrances securing the Notes.

Dated this 26th day of June, 2003.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: _____
Its: Authorized Representative

06/19/03
352650.00001



UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
SEWERAGE SYSTEM DESIGN NOTE, SERIES 2000 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

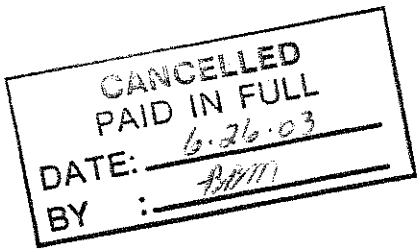
No. AR-1 $200,000

KNOW ALL MEN BY THESE PRESENTS: That GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the sources and in the manner provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns, on the 1st day of January, 2002, the principal sum of TWO HUNDRED THOUSAND DOLLARS ($200,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the Record of Advances attached hereto and incorporated herein by reference as a part hereof. The Administrative Fee (as defined in the hereinafter described Notes Legislation) shall be payable in the amounts and on the dates as set forth in the Loan Agreement (as hereinafter defined). This Note shall bear no interest.

The principal of this Note and the Administrative Fee are payable in any coin or currency which on the date of payment thereof is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Note may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement dated July 20, 2000, by and between the Issuer and the Authority, on behalf of the Council.

This Note is issued (i) to temporarily finance a portion of the costs of design of certain improvements and extensions to the existing public sewerage facilities of the Issuer (the "Project"), and (ii) to pay the costs of issuance hereof and related costs. The existing public sewerage facilities of the Issuer, the Project and any further improvements or extensions thereto are herein called the "System". This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Notes Resolution duly adopted by the Issuer on July 19, 2000, and a Supplemental Resolution duly adopted by the Issuer on July 19, 2000 (collectively, the "Notes Legislation"), and is subject to all the terms and conditions thereof.



THIS NOTE IS ISSUED JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE FOLLOWING OUTSTANDING OBLIGATIONS OF THE ISSUER, PREVIOUSLY ISSUED BY GRANT-UNION PUBLIC SERVICE DISTRICT, PREDECESSOR OF THE ISSUER:

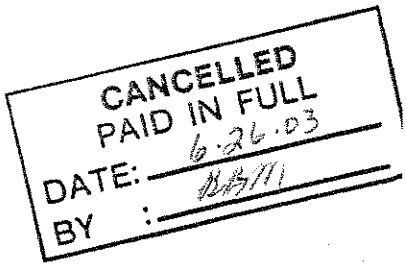
(1) SEWER REVENUE BONDS, SERIES 1986 A, DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,758,771.00 (THE "SERIES 1986 A BONDS");

(2) SEWER REVENUE BONDS, SERIES 1986 B, DATED NOVEMBER 6, 1986, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $431,387.00 (THE "SERIES 1986 B BONDS");

(3) SEWER REVENUE BONDS, SERIES 1990 A, DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $285,908.00 (THE "SERIES 1990 A BONDS"); AND

(4) SEWER REVENUE BONDS, SERIES 1990 B, DATED APRIL 6, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $13,342.00 (THE "SERIES 1990 B BONDS").

The principal of this Note is payable only from and secured by a first lien on (1) the proceeds of any grants (other than grants from the West Virginia Infrastructure Fund) received by the Issuer for the System; (2) the proceeds of any revenue bonds, refunding bonds or other obligations of the Issuer, issued subsequent to the issuance of this Note; and (3) Surplus Revenues (as defined in the Notes Legislation), if any. The moneys from these sources shall be deposited into the Notes Payment Fund established under the Notes Legislation for the prompt payment of the principal of this Note. In the event no grants (other than grants from the West Virginia Infrastructure Fund) are received by the Issuer for the System or no revenue bonds, refunding bonds or other obligations of the Issuer are issued by the maturity date of the Notes or no Surplus Revenues are available to amortize the Notes over a 20-year period, the payment of the Notes shall be deferred until the earlier of (i) the date any grants (other than grants from the West Virginia Infrastructure Fund) are received for the System, (ii) the date any revenue bonds, refunding bonds or other obligations of the Issuer are issued, or (iii) 20 years from the date of issuance of the Notes. In the event any grants (other than grants from the West Virginia Infrastructure Fund) are received for the



System or any revenue bonds, refunding bonds or other obligations of the Issuer are issued, the Issuer shall pay the entire outstanding principal of, accrued interest, if any, and the Administrative Fee on the Notes from the proceeds thereof. In the event the Issuer receives a grant (other than a grant from the West Virginia Infrastructure Fund) or other non-loan funding assistance for the acquisition and construction of a project to serve the area described in the application to the Council, which grant or other non-loan funding assistance may not be used to pay the Notes, then the Notes shall be repaid from the Net Revenues generated from the project constructed from such grant or other non-loan funding assistance (or from bond proceeds secured by such Net Revenues) and such repayment shall be amortized for a period not to exceed 20 years, provided that, the holders of any outstanding bonds secured by Net Revenues of the System shall consent to the payment of the Notes from Net Revenues generated from such project. In the event no grants (other than grants from the West Virginia Infrastructure Fund) are received for the System or no revenue bonds, refunding bonds or other obligations of the Issuer are issued or no project has been acquired or constructed by the Issuer within 20 years from the date of issuance of the Notes, the Council shall authorize the Authority to convert the Notes to a grant and cancel the Notes.

This Note 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 except from the sources set forth above. Under the Notes Legislation, the Issuer has entered into certain covenants with the Authority, for the terms of which reference is made to the Notes Legislation. Remedies provided the Authority are exclusively as provided in the Notes Legislation, to which reference is here made for a detailed description thereof.

Subject to the requirements for transfer set forth herein, this Note is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia. This Note is transferable, as provided in the Notes Legislation, only by transfer of registration upon the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), to be made at the request of the registered owner hereof in person or by his attorney duly authorized in writing, and upon surrender hereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney.

All moneys received from the sale of this Note shall be applied solely to the payment of the costs of design of the Project and the costs of issuance and related costs described in the Notes Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Note.

Under the Act, this Note is exempt from taxation by the State of West Virginia and the other taxing bodies of the State.

CANCELLED
PAID IN FULL
DATE: 6.26.03
BY :

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

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

This Note shall not be valid or obligatory unless authenticated and registered by the Registrar by the execution of the Registrar's Certificate of Authentication and Registration attached hereto and incorporated herein.

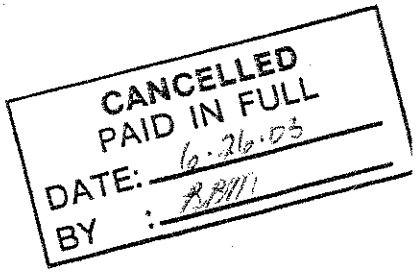
IN WITNESS WHEREOF, GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT has caused this Note to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Note to be dated July 27, 2000.

[SEAL]

William L. Coffindaffer
Chairman

Attest:

Secretary



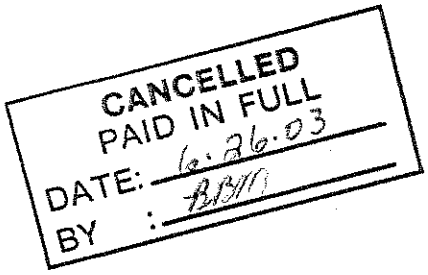
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is to certify that this Note is one of the Notes described in and issued under the provisions of the within-mentioned Notes Legislation and has been duly registered in the name of the registered owner set forth above.

Date: July 27, 2000.

ONE VALLEY BANK,
NATIONAL ASSOCIATION,
Registrar

Authorized Officer



(Form of)

ASSIGNMENT

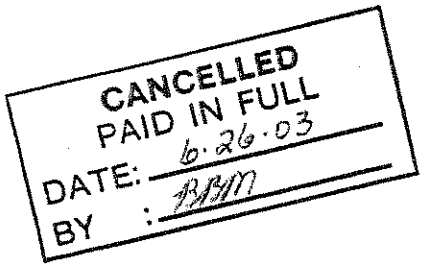
FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ the within-mentioned Note and does hereby irrevocably constitute and appoint _____, attorney, to transfer said Note on the books of the Registrar on behalf of said Issuer with full power of substitution in the premises.

Dated: _____

_____

IN THE PRESENCE OF:

_____



RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$200,000	7/27/00	(7)	$	
(2)	$		(8)	$	
(3)	$		(9)	$	
(4)	$		(10)	$	
(5)	$		(11)	$	
(6)	$		(12)	$	

TOTAL $200,000

07/18/00
352650/97001

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

John C. Stump, Esquire
Steptoe & Johnson PLLC
Post Office Box 553
Charleston, West Virginia 25322

TERMINATED
Aug 06 2003 04:15PM
WV SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0544309

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☑ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
West Virginia Water Development Authority

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

0544309

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

West Virginia Water Development Authority

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

MEMORANDUM

To: **Financing Team**

From: **John C. Stump, Esquire**

Date: **June 26, 2003**

Re: **Greater Harrison County Public Service District**
Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program)
and Series 2003 B (West Virginia Infrastructure Fund)

---

1. **DISBURSEMENTS TO DISTRICT**:

A.	Payor:	West Virginia Department of Environmental Protection (West Virginia SRF Program)
	Amount:	$181,070
	Form:	Check
	Account:	Series 2003 A Bonds Construction Trust Fund
B.	Payor:	West Virginia Infrastructure and Jobs Development Council
	Amount:	$601,957
	Form:	Wire Transfer
	Bank:	Harrison County Bank
	ABA No.:	051502913
	Acct. No.:	0060863
	Contact:	Carol Nay (304) 745-3332
	Account:	Series 2003 B Bonds Construction Trust Fund

2. **DISBURSEMENTS FROM DISTRICT FROM SERIES 2003 A BOND PROCEEDS TO BOND COMMISSION**:

A.	Payor:	Greater Harrison County Public Service District
	Amount:	$ 51,460.00
	Form:	Check
	Account:	To fully fund the Series 2003 A Bonds Reserve Account
B.	Payor:	Greater Harrison County Public Service District
	Amount:	$107,273.00
	Form:	Check
	Account:	To fully fund the Series 2003 B Bonds Reserve Account

3. **DISBURSEMENTS FROM DISTRICT FROM SERIES 2003 B BOND PROCEEDS TO BOND COMMISSION**:

Payor:	Infrastructure Council on behalf of District
Amount:	$206,000
Form:	Wire Transfer
Payee:	West Virginia Municipal Bond Commission
Bank:	BB&T, Charleston, West Virginia
ABA No.:	051503394
Acct. No.:	5270517317
Contact:	WV State Treasurer for WV Municipal Bond Commission
Account:	Notes Payment Fund to pay in full the District's Sewerage System Design Notes, Series 2000 A (West Virginia Infrastructure Fund)

352650.00001

Greater Harr Co PSD
Sewage Construction Fund

0092

69-291/515

Date June 26, 2003

Pay to the Order of West Virginia Municipal Bond Commission $ 51,460.00

Fifty One Thousand Four Hundred Sixty and No/100 Dollars

For: To Fully Fund the Series 2003 A Bonds

HARRISON COUNTY BANK
MAIN STREET
LOST CREEK, WV 26385

William T. Offindoffer
Evan Hagan

⑆051502913⑆ 00⑈60863⑈ 0092

Greater Harrison Co PSD
Sewage Construction Fund

0093

69-291/515

Date June 26, 2003

Pay to the Order of West Virginia Municipal Bond Commission $ 107,273.00

One Hundred Seven Thousand Two Hundred Seventy Dollars

Three and no/100------

HARRISON COUNTY BANK
MAIN STREET
LOST CREEK, WV 26385

For: To Fully Fund the Series 2003 B Bonds

William T. Offindoffer
Evan Hagan

⑆051502913⑆ 00⑈60863⑈ 0093

State of West Virginia

WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1217
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

BOND CLOSING ATTENDANCE LIST

Date June 26, 2003 Time 9:00 a.m. LGA Greater Harrison County PSD Program CWSRF/IF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Rosalie Broderson	WV DEP	558-0637	558-3778	rbroderson@mail.dep.state.wv.us
Shane Gee	JK PLLC	340 1318	340 1080	sgee@jkpllc.com
John C. Stump	Steptoe & Johnson PLLC	353.8196	353.8181	stumpjc@steptoe-johnson.com
Daniel Yankosky	WV WDA	558-3612	558-0299	dyankosky@wvwda.org
Barbara B Meadows	Water Development Authority	558-3612	558-0299	bmeadows@wvwda.org
Doug Olds	Water Development Authority	558-3612	558-0299	dolds@wvwda.org

The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Bill Hoover, Manager Telephone 304.745.3463 E-Mail _____
Address P.O. Box 190, West Milford WV 26451

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the NonArbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code, 1986, as amended.

DAYTON LEGAL BLANK, INC.

County Commission

Resolution and Order - Merger of Mt. Clare Road PSD into Greater Harrison County PSD - Setting Date for Hearing

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER PROPOSING THE MERGER OF THE MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT INTO THE GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT; FIXING A DATE OF HEARING ON THE PROPOSED MERGER; PROVIDING FOR NOTICE OF SUCH HEARING

WHEREAS, the County Commission of Harrison County deems it necessary and desirable to merge, where practicable, the public service districts in Harrison County to provide both better and more cost-effective service to the residents of Harrison County, and

WHEREAS, the Board of the Mt. Clare Road Public Service District has petitioned the Harrison County Commission to merge the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District, and

WHEREAS, the Public Service Commission of West Virginia has recommended the merger of the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District, and

WHEREAS, pursuant to the provisions of Article 13A, Chapter 16 of the West Virginia Code, the Harrison County Commission is empowered to, upon its own motion by order duly adopted, propose the merger of public service districts located within the County in order to preserve the public health, comfort and convenience of the areas within the public service districts, and

WHEREAS, the Harrison County Commission, after considerable deliberation, has decided that the proposed merger of Mt. Clare Road Public Service District into the Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia an the agreement of the bondholders of the Mt. Clare Road Public Service District, is necessary for the preservation of the public health, comfort and convenience for the areas presently served by the said Districts.

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

1. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Mt. Clare Road Public Service District, proposes the merger of the Mt. Clare Road Public Service District into Greater Harrison County Public Service District. The presently existing public service districts are particularly defined as the following areas:

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE, North 52° 04' 14" East a distance of 975.00 feet to a point;

THENCE, North 30° 25' 00" West a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc., entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January 1997.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

The Greater Harrison County Public Service District sewer service area as enlarged shall be described as all the area encompassing the County of Harrison **except** the following service areas:

East View Public Service District
Enlarged Hepzibah Public Service District
Lake Floyd Public Service District
Lumberport Public Service District
Mt. Clare Public Service District
Summit Park Public Service District
Sun Valley Public Service District
Jane Lew Public Service District
Town of Anmoore
City of Bridgeport
City of Clarksburg
Town of Nutter Fort
City of Salem
City of Shinnston
Town of Stonewood
Town of West Milford

specifically described hereinafter:

EAST VIEW PUBLIC SERVICE DISTRICT

BEGINNING at a point (#1) where the most westerly corporation limit of Anmoore crosses WV Secondary Highway 23;

THENCE with the corporation line of Anmoore in a southerly direction approximately 400 ft. to point (#2) where said Corporation limit crosses the Baltimore & Ohio Railroad tracts;

THENCE leaving the corporation line of Anmoore along a ridge in a southwesterly direction 1500 feet to a point (#3) on the ridge;

THENCE along said ridge approximately 6000 feet to a point (#4) on the most easterly corporation limit of the City of Clarksburg;

THENCE along said corporation limit in a northerly direction approximately 3000 feet to a point (#5);

THENCE leaving the corporation line of Clarksburg along a ridge in a easterly direction approximately 6000 feet to a point (#6) of intersection between a pipeline and a power line;

THENCE along the same ridge in a southerly direction approximately 5300 feet to a point (#7) on the northern corporation line of the Town of Anmoore;

THENCE following said corporation line in a westerly direction 500 feet to the northwest corner of the corporation line to point (#8) of the Town of Anmoore:

THENCE following said corporation line in a southerly direction 300 feet to the place of beginning.

ENLARGED HEPZIBAH PUBLIC SERVICE DISTRICT

BEGINNING at the corporate limits of the City of Clarksburg at a point on said US Route 19;

THENCE in a northerly direction along said US Route 19 to the intersection of the Crooked Run Road designated as being State Route No. 19/10;

THENCE in a northwesterly direction along said Crooked Run Road, State Route 19/10, to the Harrison County Coal-Eagle Magisterial District Line;

THENCE in a northerly direction along said Coal-Eagle Magisterial District line to its point of intersection with the Baltimore and Ohio Railroad Company Tracks;

THENCE in a northerly direction along said railroad tracks to a point which is due west from the southern limits of the unincorporated areas of Gypsy and Hughes (see Note below);

THENCE due east to the West Fork River;

THENCE in a southerly direction along said West Fork River to the intersection of said River and the common intersection of Eagle, Clay and Simpson Magisterial District lines;

THENCE in an easterly direction along Simpson District northerly boundary to the centerline intersection of said boundary and State Route 24/11;

THENCE south 10° East 14,780 ± to northern right-of-way line of Federal Route I-79;

THENCE along said right-of-way line in a westerly direction 3,300 ± to centerline of Simpson Creek;

THENCE along centerline of Simpson Creek and 1,000 feet distant south thereof meandering in a general northwesterly direction to the intersection of a telephone cable right-of-way;

THENCE in a southerly direction along said telephone line to an angle point in said telephone line, said angle point being due east from the northern limits of the unincorporated area of Hepzibah (see Note below);

THENCE due west to a point in the West Fork River;

THENCE in a southerly direction along the meandering of said West Fork River to the corporate line of the City of Clarksburg, West Virginia;

THENCE in a westerly direction along said corporation line to the POINT OF BEGINNING.
NOTE: The above described public service district being the same as previously described with the exception of omitting "Town of",and adding "incorporated area(s) of".

LAKE FLOYD PUBLIC SERVICE DISTRICT

BEGINNING at the intersection of State Route 50/8, commonly known as Hall's Run Road, and the westerly side of controlled access right-of-way of US Route 50 and running
THENCE South 64° 30' East 370 feet to a stake;
THENCE South 33° 40' West 630 feet to a stake;
THENCE South 61° 30' West 521 feet to a stake;
THENCE South 58° 00' West 2,543 feet to a stake;
THENCE South 30° 15' West 879 feet to a stake;
THENCE South 38° 11' West 1,289 feet to a stake;
THENCE North 39° 30' West 635 feet to a stake;
THENCE North 31° 40' East 730 feet to a stake;
THENCE North 45° 23' East 148 feet to a stake;
THENCE North 25° 23' East 225 feet to a stake;
THENCE North 10° 14' East 478 feet to a stake;
THENCE North 13° 30' East 422 feet to a stake;
THENCE North 53° 41' East 831 feet to a stake;
THENCE North 42° 52' East 441 feet to a stake;
THENCE North 68° 35' East 785 feet to a stake;
THENCE North 48° 51' East 485 feet to a stake;
THENCE North 23° 57' East 235 feet to a stake;
THENCE North 73° 40' East 479 feet to a stake;
THENCE North 85° 46' East 128 feet to a stake;
THENCE North 74° 30' East 720 feet to a stake;
THENCE South 15° 30' East 250 feet to the place of beginning.

LUMBERPORT AREA PUBLIC SERVICE DISTRICT

BEGINNING at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears North 62° 30' West 260 feet ± to the Chessie System Railroad tracks);

THENCE with a boundary line of the Short Line Public Service District North 62° 30' West 1,950 feet ± to a point;

THENCE leaving the Short Line Public Service District boundary North 1° 20' West 3,050 feet ± to the top of a ridge (elevation 1346 feet);

THENCE North 37° 50' East 6000 feet to a point which is 380 feet ± due west of Jack Run Road;

THENCE South 45° 30' East 2,150 feet ± to the top of a ridge;

THENCE South 55° 30' East 1,700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek;

THENCE with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts);

THENCE with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary line in a southwesterly direction 5,400 feet ± to a point in the center of Tenmile Creek;

THENCE downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line;

THENCE with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek;

THENCE upstream with the meanders of Tenmile Creek 5,450 feet ± to the point of beginning, containing 1,167 acres.

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar Street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE North 52° 04' 14" East, a distance of 975.00 feet to a point;

THENCE North 30° 25' 00" West, a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc., entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January 1997.

SUMMIT PARK PUBLIC SERVICE DISTRICT

BEGINNING at a point in the Clarksburg Corporation Line, a point in the center of Murphy's Run on the north side of US Route 50;

THENCE with four lines of the said Corporation Line

North 1° West 450 feet,

North 81° West 1400 feet, to a point on the east right-of-way line of Pinnickinnick Street;

THENCE with two lines of said Pinnickinnick Street right-of-way line and Clarksburg Line

North 18° East 900 feet,

North 24° West 900 feet,

THENCE leaving said Pinnickinnick Street right-of-way line and Clarksburg Corporation Line North 48° West 1000 feet to a point on the top of the ridge;

THENCE with 12 lines along the top of the ridge,
North 5° West 2400 feet,
South 86° East 2400 feet,
South 58° East 1200 feet,
North 51° East 1000 feet,
North 14° West 700 feet,
North 23° East 600 feet,
North 31° East 900 feet,
South 51° East 1000 feet,
North 81° East 1000 feet,
North 53° East 1300 feet,
South 57° East 1200 feet,
South 43° East 2000 feet,

THENCE South 59° West 3900 feet to a centerline of the Baltimore and Ohio Railroad;

THENCE with the centerline of the railroad South 22° West 1050 feet;

THENCE leaving said railroad centerline South 52° East 2150 feet to the top of the ridge;

THENCE with the top of the ridge South 66° East 1250 feet to a point;

THENCE South 1150 feet to a point;

THENCE with a line approximately parallel with US Route 50, South 89° West 6000 feet to the beginning, containing 1010.56 acres.

SUN VALLEY PUBLIC SERVICE DISTRICT

BEGINNING at a point, it being the northwesterly corner to the corporation line of the City of Clarksburg, Harrison County, West Virginia having a latitude of North 39° 17' 51" and longitude West 80° 22' 07";

THENCE with the corporate line of the City of Clarksburg South 23° 20' East 0.33 miles (1,742 feet), more or less, to the center of Old US Route 50, now Secondary State Route No. 11;

THENCE continuing with said corporate limits South 6° 20' West 3,400 feet, more or less, to a point in the District line between Clark and Coal Magisterial District;

THENCE with said District line in a westerly direction 1,100 feet to a point;

THENCE leaving said District line South 46° 10' West 4,200 feet to a point;

THENCE South 32° 05' East 2,300 feet to a point;

THENCE South 61° 50' West 10,450 feet, more or less, to the line between the Union and Clark Magisterial Districts;

THENCE with the Magisterial District line 3.7 miles (19,536) feet, more or less, to the intersection of West Virginia State Secondary Routes 33/2 and 33;

THENCE North 59° 30' West 1.7 miles (8,976 feet) to a point in the center of West Virginia State Route 31;

THENCE with State Route 31 crossing US Route 50 North 37° 10' East 1.0 mile (5,280 feet) to a point in West Virginia Secondary Route 5/14;

THENCE East 0.90 mile (4,752 feet) to the Magisterial District line between Tenmile and Clark Magisterial Districts;

THENCE with said District line 1.7 miles (8,976 feet) more or less to a point having a latitude of North 39° 18' 15" and longitude West 80° 26' 16";

THENCE East 2.6 miles (13,728 feet);

THENCE South 63° 00' East 1.4 mile (7,392 feet) to a place of beginning, containing an area of 15.06 square miles.

JANE LEW PUBLIC SERVICE DISTRICT

BEGINNING at a point on the County line between Harrison County and Lewis County, said point being on the watershed divide between McKenney Creek and Lost Creek watersheds at latitude 39° 6' 52" and longitude 80° 20' 55";

THENCE 16,000 feet, more or less, in a northeasterly direction along said watershed divide to the gap on WV Route 25 south of the Town of Lost Creek;

THENCE 4,500 feet, more or less, along the watershed divide between McKenney Run and Dick Run;

THENCE 9,000 feet, more or less, along the watershed divide between McKenney Run and Vens Run (tributaries of Hackers Creek) to the Lewis County and Harrison County line;

THENCE following said county line in an easterly direction 19,500 feet, more or less, to the point of beginning.

MUNICIPAL CORPORATIONS

The sewer service area of the municipal corporations of Anmoore, Bridgeport, Clarksburg, Nutter Fort, Salem, Shinnston and

Stonewood shall be described as the area encompassing the corporate boundaries of said municipalities and areas outside of the corporate boundaries currently served by existing municipal sewer lines.

2. That on September 22, 1998, at the hour of 10:00 a.m. o'clock a.m., the Harrison County Commission shall meet in the Harrison County Courthouse at Clarksburg, West Virginia, for the purpose of conducting a public hearing on the proposed merger of the Mt. Clare Road Public Service District into Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Mt. Clare Road Public Service District, at which time and place all persons residing in or owning or having an interest in property in the territory of the Mt. Clare Road Public Service District or in the territory of the Greater Harrison County Public Service District may appear before this County Commission and shall be provided an opportunity to be heard for or against the proposal.

3. That the Clerk of the Harrison County Commission shall cause notice of the hearing and a description of the territory of the Mt. Clare Road Public Service District to be published as a Class I legal advertisement at least ten (10) days prior to the meeting.

4. That the Clerk of the Harrison County Commission shall cause a notice of the hearing and description of the Mt. Clare Road Public Service District to be posted in at least five (5) conspicuous places within the territory of the Mt. Clare Road Public Service District and the Greater Harrison County Public Service District.

5. That the Clerk of the Harrison County commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not less than ten (10) days after the hearing set forth therein.

By the Order of the Harrison County Commission this day, August 20, 1998.

HARRISON COUNTY COMMISSION

Thomas A. Keeley
President

Roger L. Diaz
Commissioner

Bill Taylor
Commissioner

ATTEST:

William Davis
Clerk of the County Commission

DAYTON LEGAL BLANK, INC.

County Commission

Resolution and Order Merging the Mt. Clare Road PSD into Greater Harrison County PSD

BEFORE THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

A RESOLUTION AND ORDER MERGING THE MT. CLARE ROAD PUBLIC SERVICE DISTRICT INTO THE GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

WHEREAS, the County Commission of Harrison County, West Virginia, did heretofore, by Resolution and Order adopted on August 20, 1998, propose the merger of the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District; and

WHEREAS, by said August 20, 1998, Resolution and Order, the Harrison County Commission did set a hearing on the proposed merger of the Mt. Clare Public Service District into the Greater Harrison County Public Service District, required notice of said hearing to be given by Class I legal publication in Harrison County, West Virginia, and by posting of notice in at least five (5) conspicuous places within the territory of the Mt. Clare Road Public Service District, and required the Clerk of the Harrison County Commission to cause a copy of the Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia; and

WHEREAS, notice of the September 22, 1998, hearing has been given in the manner provided and required by said Resolution and Order and by West Virginia Code Chapter 16, Article 13-A, Section 2, and all interested parties have been afforded an opportunity of being heard for and against the proposed merger of the Mt. Clare Public Service District into the Greater Harrison County Public Service District, and said County Commission has given due consideration to all matters for which such hearing was offered; and

WHEREAS, it is now deemed desirous by said County Commission to adopt a Resolution and Order, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the Mt. Clare Road Public Service District for the preservation of the public health, comfort and convenience of the areas presently served by said Districts.

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

1. That the County Commission of Harrison County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia and the agreement of the bondholders of the Mt. Clare Road Public Service District, merges the Mt. Clare Road Public Service District into the Greater Harrison County Public Service. The presently existing public service districts are particularly defined as the following areas:

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE, North 52° 04' 14" East a distance of 975.00 feet to a point;

THENCE, North 30° 25' 00" West a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc., entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January 1997.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

The Greater Harrison County Public Service District sewer service area as enlarged shall be described as all the area encompassing the County of Harrison **except** the following service areas:

East View Public Service District
Enlarged Hepzibah Public Service District

Lake Floyd Public Service District
Lumberport Public Service District
Mt. Clare Public Service District
Summit Park Public Service District
Sun Valley Public Service District
Jane Lew Public Service District
Town of Anmoore
City of Bridgeport
City of Clarksburg
Town of Nutter Fort
City of Salem
City of Shinnston
Town of Stonewood
Town of West Milford

specifically described hereinafter:

EAST VIEW PUBLIC SERVICE DISTRICT

BEGINNING at a point (#1) where the most westerly corporation limit of Anmoore crosses WV Secondary Highway 23;

THENCE with the corporation line of Anmoore in a southerly direction approximately 400 ft. to point (#2) where said Corporation limit crosses the Baltimore & Ohio Railroad tracts;

THENCE leaving the corporation line of Anmoore along a ridge in a southwesterly direction 1500 feet to a point (#3) on the ridge;

THENCE along said ridge approximately 6000 feet to a point (#4) on the most easterly corporation limit of the City of Clarksburg;

THENCE along said corporation limit in a northerly direction approximately 3000 feet to a point (#5);

THENCE leaving the corporation line of Clarksburg along a ridge in a easterly direction approximately 6000 feet to a point (#6) of intersection between a pipeline and a power line;

THENCE along the same ridge in a southerly direction approximately 5300 feet to a point (#7) on the northern corporation line of the Town of Anmoore;

THENCE following said corporation line in a westerly direction 500 feet to the northwest corner of the corporation line to point (#8) of the Town of Anmoore:

THENCE following said corporation line in a southerly direction 300 feet to the place of beginning.

ENLARGED HEPZIBAH PUBLIC SERVICE DISTRICT

BEGINNING at the corporate limits of the City of Clarksburg at a point on said US Route 19;

THENCE in a northerly direction along said US Route 19 to the intersection of the Crooked Run Road designated as being State Route No. 19/10;

THENCE in a northwesterly direction along said Crooked Run Road, State Route 19/10, to the Harrison County Coal-Eagle Magisterial District Line;

THENCE in a northerly direction along said Coal-Eagle Magisterial District line to its point of intersection with the Baltimore and Ohio Railroad Company Tracks;

THENCE in a northerly direction along said railroad tracks to a point which is due west from the southern limits of the unincorporated areas of Gypsy and Hughes (see Note below);

THENCE due east to the West Fork River;

THENCE in a southerly direction along said West Fork River to the intersection of said River and the common intersection of Eagle, Clay and Simpson Magisterial District lines;

THENCE in an easterly direction along Simpson District northerly boundary to the centerline intersection of said boundary and State Route 24/11;

THENCE south 10° East 14,780 ± to northern right-of-way line of Federal Route I-79;

THENCE along said right-of-way line in a westerly direction 3,300 ± to centerline of Simpson Creek;

THENCE along centerline of Simpson Creek and 1,000 feet distant south thereof meandering in a general northwesterly direction to the intersection of a telephone cable right-of-way;

THENCE in a southerly direction along said telephone line to an angle point in said telephone line, said angle point being due east from the northern limits of the unincorporated area of Hepzibah (see Note below);

THENCE due west to a point in the West Fork River;

THENCE in a southerly direction along the meandering of said West Fork River to the corporate line of the City of Clarksburg, West Virginia;

THENCE in a westerly direction along said corporation line to the POINT OF BEGINNING.

NOTE: The above described public service district being the same as previously described with the exception of omitting "Town of",and adding "incorporated area(s) of".

LAKE FLOYD PUBLIC SERVICE DISTRICT

BEGINNING at the intersection of State Route 50/8, commonly known as Hall's Run Road, and the westerly side of controlled access right-of-way of US

Route 50 and running

THENCE South 64° 30' East 370 feet to a stake;
THENCE South 33° 40' West 630 feet to a stake;
THENCE South 61° 30' West 521 feet to a stake;
THENCE South 58° 00' West 2,543 feet to a stake;
THENCE South 30° 15' West 879 feet to a stake;
THENCE South 38° 11' West 1,289 feet to a stake;
THENCE North 39° 30' West 635 feet to a stake;
THENCE North 31° 40' East 730 feet to a stake;
THENCE North 45° 23' East 148 feet to a stake;
THENCE North 25° 23' East 225 feet to a stake;
THENCE North 10° 14' East 478 feet to a stake;
THENCE North 13° 30' East 422 feet to a stake;
THENCE North 53° 41' East 831 feet to a stake;
THENCE North 42° 52' East 441 feet to a stake;
THENCE North 68° 35' East 785 feet to a stake;
THENCE North 48° 51' East 485 feet to a stake;
THENCE North 23° 57' East 235 feet to a stake;
THENCE North 73° 40' East 479 feet to a stake;
THENCE North 85° 46' East 128 feet to a stake;
THENCE North 74° 30' East 720 feet to a stake;
THENCE South 15° 30' East 250 feet to the place of beginning.

LUMBERPORT AREA PUBLIC SERVICE DISTRICT

BEGINNING at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears North 62° 30' West 260 feet ± to the Chessie System Railroad tracks);

THENCE with a boundary line of the Short Line Public Service District North 62° 30' West 1,950 feet ± to a point;

THENCE leaving the Short Line Public Service District boundary North 1° 20' West 3,050 feet ± to the top of a ridge (elevation 1346 feet);

THENCE North 37° 50' East 6000 feet to a point which is 380 feet ± due west of Jack Run Road;

THENCE South 45° 30' East 2,150 feet ± to the top of a ridge;

THENCE South 55° 30' East 1,700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek;

THENCE with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts);

THENCE with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary line in a southwesterly direction 5,400 feet ± to a

point in the center of Tenmile Creek;

THENCE downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line;

THENCE with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek;

THENCE upstream with the meanders of Tenmile Creek 5,450 feet ± to the point of beginning, containing 1,167 acres.

MT. CLARE ROAD PUBLIC SERVICE DISTRICT

BEGINNING at a point on the intersection of Arnold's Run and the northerly right-of-way line of West Virginia Secondary Route 25, said point being located on the corporation line of the City of Clarksburg;

THENCE with said northerly right-of-way line of West Virginia Secondary Route 25 at the centerline of the B & O Railroad track south to a point southwest of the intersection of said West Virginia Secondary Route 25 and West Virginia Secondary Route 25/17;

THENCE in a straight line, northeast to a point located 250.00 feet west of the centerline of Bassel Street;

THENCE with five new lines, 250.00 feet west of and parallel to said Bassel Street in a southerly direction, a distance of 660.00 feet to a point;

THENCE with a line perpendicular to said Bassel Street, northeast to a point located on the easterly right-of-way line of said Bassel Street;

THENCE with said easterly right-of-way line Bassel Street, northwest to a point located on the southerly right-of-way line of Poplar Street;

THENCE leaving said right-of-way of Bassel Street and with said southerly right-of-way line of Poplar Street, northeast 630.00 feet to a point;

THENCE with a line perpendicular to said Poplar Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District;

THENCE with a line 600.00 feet east of said West Virginia Secondary Route 25, northeast to a point located 250.00 feet south of West Virginia Secondary Route 25/27;

THENCE with 4 new lines, 250.00 feet south of and parallel to said West Virginia Secondary Route 25/27, southeast crossing Doll Run 957.00 feet to a point;

THENCE North 52° 04' 14" East, a distance of 975.00 feet to a point;

THENCE North 30° 25' 00" West, a distance of 782.00 feet to a point located 340.00 feet east of Cherry Street;

THENCE with a line 340.00 feet east and parallel to said Cherry Street, northwest to a point located on the original boundary line of said Mount Clare Road Public Service District on the east property line of Custer Addition;

THENCE north with said Custer Addition and 600.00 feet east and south of said West Virginia Secondary Route 25 to a point located in the center of said

Arnold's Run;

THENCE with said Arnold's Run northwest to the POINT OF BEGINNING, as shown on a map attached hereto and made a part of this description prepared by Thrasher Engineering, Inc., entitled "Map Showing Revised Boundaries of the Mount Clare Road Public Service District" dated January 1997.

SUMMIT PARK PUBLIC SERVICE DISTRICT

BEGINNING at a point in the Clarksburg Corporation Line, a point in the center of Murphy's Run on the north side of US Route 50;

THENCE with four lines of the said Corporation Line

North 1° West 450 feet,

North 81° West 1400 feet, to a point on the east right-of-way line of Pinnickinnick Street;

THENCE with two lines of said Pinnickinnick Street right-of-way line and Clarksburg Line

North 18° East 900 feet,

North 24° West 900 feet,

THENCE leaving said Pinnickinnick Street right-of-way line and Clarksburg Corporation Line North 48° West 1000 feet to a point on the top of the ridge;

THENCE with 12 lines along the top of the ridge;

North 5° West 2400 feet,
South 86° East 2400 feet,
South 58° East 1200 feet,
North 51° East 1000 feet,
North 14° West 700 feet,
North 23° East 600 feet,
North 31° East 900 feet,
South 51° East 1000 feet,
North 81° East 1000 feet,
North 53° East 1300 feet,
South 57° East 1200 feet,
South 43° East 2000 feet,

THENCE South 59° West 3900 feet to a centerline of the Baltimore and Ohio Railroad;

THENCE with the centerline of the railroad South 22° West 1050 feet;

THENCE leaving said railroad centerline South 52° East 2150 feet to the top of the ridge;

THENCE with the top of the ridge South 66° East 1250 feet to a point;

THENCE South 1150 feet to a point;

THENCE with a line approximately parallel with US Route 50, South 89° West 6000 feet to the beginning, containing 1010.56 acres.

SUN VALLEY PUBLIC SERVICE DISTRICT

BEGINNING at a point, it being the northwesterly corner to the corporation line of the City of Clarksburg, Harrison County, West Virginia having a latitude of North 39° 17' 51" and longitude West 80° 22' 07";

THENCE with the corporate line of the City of Clarksburg South 23° 20' East 0.33 miles (1,742 feet), more or less, to the center of Old US Route 50, now Secondary State Route No. 11;

THENCE continuing with said corporate limits South 6° 20' West 3,400 feet, more or less, to a point in the District line between Clark and Coal Magisterial District;

THENCE with said District line in a westerly direction 1,100 feet to a point;

THENCE leaving said District line South 46° 10' West 4,200 feet to a point;

THENCE South 32° 05' East 2,300 feet to a point;

THENCE South 61° 50' West 10,450 feet, more or less, to the line between the Union and Clark Magisterial Districts;

THENCE with the Magisterial District line 3.7 miles (19,536) feet, more or less, to the intersection of West Virginia State Secondary Routes 33/2 and 33;

THENCE North 59° 30' West 1.7 miles (8,976 feet) to a point in the center of West Virginia State Route 31;

THENCE with State Route 31 crossing US Route 50 North 37° 10' East 1.0 mile (5,280 feet) to a point in West Virginia Secondary Route 5/14;

THENCE East 0.90 mile (4,752 feet) to the Magisterial District line between Tenmile and Clark Magisterial Districts;

THENCE with said District line 1.7 miles (8,976 feet) more or less to a point having a latitude of North 39° 18' 15" and longitude West 80° 26' 16";

THENCE East 2.6 miles (13,728 feet);

THENCE South 63° 00' East 1.4 mile (7,392 feet) to a place of beginning, containing an area of 15.06 square miles.

JANE LEW PUBLIC SERVICE DISTRICT

BEGINNING at a point on the County line between Harrison County and Lewis County, said point being on the watershed divide between McKenney Creek and Lost Creek watersheds at latitude 39° 6' 52" and longitude 80° 20' 55";

THENCE 16,000 feet, more or less, in a northeasterly direction along said watershed divide to the gap on WV Route 25 south of the Town of Lost Creek;

THENCE 4,500 feet, more or less, along the watershed divide between McKenney Run and Dick Run;

THENCE 9,000 feet, more or less, along the watershed divide between McKenney Run and Vens Run (tributaries of Hackers Creek) to the Lewis County and Harrison County line;

THENCE following said county line in an easterly direction 19,500 feet,

DAYTON LEGAL BLANK, INC.

more or less, to the point of beginning.

MUNICIPAL CORPORATIONS

The sewer service area of the municipal corporations of Anmoore, Bridgeport, Clarksburg, Nutter Fort, Salem, Shinnston and Stonewood shall be described as the area encompassing the corporate boundaries of said municipalities and areas outside of the corporate boundaries currently served by existing municipal sewer lines.

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

Entered into the permanent record of Harrison County, West Virginia, this the 22nd day of September, 1998.

HARRISON COUNTY COMMISSION

Thomas A. Tuckey
President

Commissioner

Commissioner

ATTEST:

County Clerk

It is ordered that the Commission be adjourned until Tuesday, September 29, 1998 at 10:00 o'clock a.m.

_____, President

ORIGINAL

ENTERED
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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
2-25-99

Entered: February 5, 1999

CASE NO. 98-1230-PSD-PC

HARRISON COUNTY COMMISSION
Petition for consent and approval to merge the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District.

RECOMMENDED DECISION

On October 2, 1998, the Harrison County Commission (Harrison County) filed a petition with the Public Service Commission for approval of the merger of the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District.

By Order dated October 26, 1998, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before April 29, 1999.

On November 20, 1998, Staff Attorney James V. Kelsh, Esquire, filed the Final Joint Staff Memorandum to which was attached the Final Internal Memorandum prepared by Mr. Randy Lengyel, Utilities Analyst II, Water and Wastewater Division. Staff recommended that the Commission approve the petition of the Harrison County Commission, subject to the following:

1. The Greater Harrison County Public Service District be required to place the cash assets of the Mt. Clare Road Public Service District into a separate interest-bearing account for repairs, replacements and extensions to the Mt. Clare Road Public Service District;

2. After the Mt. Clare Road Public Service District's debts are paid in full, any cash surplus should be deposited into the Mt. Clare Road Public Service District cash account;

3. Following the merger, the Greater Harrison County Public Service District should continue to charge the current rates of the Mt. Clare Road Public Service District to the former Mt. Clare Road Public Service District customers until otherwise ordered by the Commission, in accordance with Rule 31 of the Commission's Rules and Regulations for the Government of the Construction and Filing of Tariffs of Public Utilities and Common Carriers by Motor Vehicle.

5. At the hearing held in this matter on January 26, 1999, no one appeared in protest to the Harrison County Commission petition. (See Tr., p. 6).

CONCLUSION OF LAW

Since the Harrison County Commission gave notice of the hearing to be held on its petition on January 26, 1999, in accordance with the Commission's requirements and no one appeared at said hearing to give protest to the petition, the petition of the Harrison County Commission filed on October 2, 1998, seeking approval of the merger of Mt. Clare Road Public Service District into the Greater Harrison County Public Service District can be approved, subject to the Staff-recommended conditions as set forth in Appendix A to this order.

ORDER

IT IS, THEREFORE, ORDERED that the order of the Harrison County Commission, dated September 22, 1998, and filed on October 2, 1998, merging the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District, be, and the same hereby is, approved, subject to the conditions as set forth in Appendix A to this 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 of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

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

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

Robert W. Glass
Administrative Law Judge

RWG:mal
981230AA.WPD

APPENDIX A

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 98-1230-PSD-PC

HARRISON COUNTY COMMISSION.
Petition for consent and approval to merge the Mt. Clare Road Public Service District into the Greater Harrison County Public Service District.

CONDITIONS OF MERGER

1. The Greater Harrison County Public Service District shall place the cash assets of the Mt. Clare Road Public Service District into a separate interest-bearing account for repairs, replacements and extensions to the Mt. Clare Road Public Service District;

2. After the Mt. Clare Road Public Service District's debts are paid in full, any cash surplus shall be deposited into the Mt. Clare Road Public Service District cash account;

3. Following the merger, the Greater Harrison County Public Service District shall continue to charge the current rates of the Mt. Clare Road Public Service District to the former Mt. Clare Road Public Service District customers until otherwise ordered by the Commission, in accordance with Rule 31 of the Commission's Rules and Regulations for the Government of the Construction and Filing of Tariffs of Public Utilities and Common Carriers by Motor Vehicle.

GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

A RESOLUTION APPROVING AND RATIFYING THE MERGER OF MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT INTO GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AND THE ASSUMPTION OF THE BONDS AND THE RECEIPT OF ALL ASSETS OF MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT BY GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

WHEREAS, Mount Clare Road Public Service District is a public service district and public corporation created by The County Commission of Harrison County and formed pursuant to the provisions of W.Va. Code 16-13A-1, et seq.;

WHEREAS, the Board of Mount Clare Road Public Service District petitioned The County Commission of Harrison County to merge Mount Clare Road Public Service District into Greater Harrison County Public Service District;

WHEREAS, The County Commission of Harrison County adopted a resolution on September 22, 1998, ordering the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 98-1230-PSD-PC, by Final Order entered on February 25, 1999, approved and ordered the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District;

WHEREAS, contemporaneously with the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, Mount Clare Road Public Service District desires to assign, and Greater Harrison County Public Service District desires to assume, all debts, duties and other liabilities of Mount Clare Road Public Service District, specifically including, but not limited to, all liabilities for and obligations under the Mount Clare Road Public Service District Sewer Revenue Bonds, Series 1995 (United States Department of Agriculture), dated April 18, 1995, issued in the original aggregate principal amount of $432,000 (the "Series 1995 Bonds"), and the grant of the United States Department of Agriculture which was awarded contemporaneously with the issuance of the Series 1995 Bonds (the "1995 Grant");

WHEREAS, contemporaneously with the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, Greater Harrison County Public Service District desires to re-designate the Series 1995 Bonds as sewer revenue bonds of Greater Harrison County Public Service District;

WHEREAS, the United States of America, acting through the Rural Utilities Service of the United States Department of Agriculture, as holder of the Series 1995 Bonds and as grantor of certain grants to Mount Clare Road Public Service District, and the West Virginia Water Development Authority, as bondholder of Greater Harrison County Public Service District's outstanding bonds, have approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, the assignment of the Series 1995 Bonds by Mount Clare Road Public Service District, and the assumption and re-designation of the Series 1995 Bonds by Greater Harrison County Public Service District; and

WHEREAS, it is in the best interest of the customers of Mount Clare Road Public Service District and Greater Harrison County Public Service District to complete the merger, to convey all assets, rights, privileges, immunities and powers of Mount Clare Road Public Service District to Greater Harrison County Public Service District and for Greater Harrison County Public Service District to assume and re-designate the Series 1995 Bonds.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED BY PUBLIC SERVICE BOARD OF GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT AS FOLLOWS:

1. Greater Harrison County Public Service District does hereby authorize and ratify the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, the receipt of all assets of Mount Clare Road Public Service District by Greater Harrison County Public Service District, the assumption of all debts, duties and liabilities of Mount Clare Road Public Service District by Greater Harrison County Public Service District, specifically including, but not limited to, the assumption of the Series 1995 Bonds and all obligations associated with the 1995 Grant and the re-designation of the Series 1995 Bonds as sewer revenue bonds of Greater Harrison County Public Service District.

2. Greater Harrison County Public Service District does hereby authorize and ratify the assumption of all liabilities, rights, responsibilities and obligations in connection with the Series 1995 Bonds and the 1995 Grant, specifically including, but not limited to, those liabilities, rights, responsibilities and obligations set forth in the resolution, letter of conditions and grant agreement for the Series 1995 Bonds and the 1995 Grant.

3. Upon assumption of the Series 1995 Bonds, such bonds shall be re-designated as Greater Harrison County Public Service District Sewer Revenue Bonds, Series 1995 (United States Department of Agriculture).

4. The statutory mortgage lien of the Series 1995 Bonds is hereby assumed by Greater Harrison County Public Service District and such lien and the pledge of revenues to the payment of the Series 1995 Bonds shall have a first priority, on a parity with the First Lien Bonds, and senior and prior to the Second Lien Bonds, all as designated below:

Designation	Lien Position
(1) Grant-Union Public Service District Sewer Revenue Bonds, Series 1986 A (West Virginia Water Development Authority), dated November 6, 1986, issued in the original aggregate principal amount of $1,758,771 (the "Series 1986 A Bonds").	First Lien
(2) Grant-Union Public Service District Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated April 6, 1990, issued in the original aggregate principal amount of $285,908 (the "Series 1990 A Bonds").	First Lien
(3) Grant-Union Public Service District Sewer Revenue Bonds, Series 1986 B (West Virginia Water Development Authority), dated November 6, 1986, issued in the original aggregate principal amount of $431,387 (the "Series 1986 B Bonds").	Second Lien
(4) Grant-Union Public Service District Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated April 6, 1990, issued in the original aggregate principal amount of $13,342 (the "Series 1990 B Bonds").	Second Lien

5. The Chairman and Secretary of Greater Harrison County Public Service District are hereby authorized and directed to execute all documents to effectuate merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, the transfer of all assets of Mount Clare Road Public Service District to Greater Harrison County Public Service District, the assumption of all debts, duties and liabilities of Mount Clare Road Public Service District by Greater Harrison County Public Service District, specifically including, but not limited to, the assumption of the Series 1995 Bonds, and the re-designation of the Series 1995 Bonds as sewer revenue bonds of Greater Harrison County Public Service District.

6. That all lawful actions taken, or to be taken, by the parties to the merger and their counsel to effectuate and complete the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, and all actions taken by the Board, officers, employees and agents of Greater Harrison County Public Service District since the entry of the Final Order of the Public Service Commission of West Virginia on February 25, 1999 ordering the merger, are hereby ratified and confirmed.

7. This Resolution shall become effective immediately upon adoption thereof.

Adopted by the Public Service Board of Greater Harrison County Public Service District at a meeting held this June 18, 2003.

William L. Offenbecher
Chairman

06/16/03
352650.00001

United States
Department of
Agriculture

Rural
Development

Federal Building
75 High Street, Room 320
Morgantown, WV 26505-7500
Phone (304) 284-4888
FAX (304) 284-4892
TTY/TDD (304) 284-4836

JUNE 18, 2003

MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT/
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT
CONSENT OF MERGER

TO WHOM IT MAY CONCERN:

The undersigned STATE DIRECTOR of the United States Department of Agriculture, Rural Development, the present holder of the Mount Clare Road Public Service District's Sewer Revenue Bond, dated April 18, 1995, issued in the total aggregate principal amount of $432,000, hereby consents to (i) the sale of all of the assets of the existing sewerage system, including but not limited to, all real property, personal property, tangible property, intangible property, rights of way, easements, licenses and permits, of the Mount Clare Road Public Service District to the Greater Harrison County Public Service District and (ii) the assumption of the payment of the Bond by the Greater Harrison County Public Service District.

Jenny N. Phillips

JENNY N. PHILLIPS
State Director

USDA Rural Development is an Equal Opportunity Lender, Provider and Employer. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, DC 20250-9410.

United States
Department of
Agriculture

Rural
Development

Federal Building
75 High Street, Room 320
Morgantown, WV 26505-7500
Phone (304) 284-4888
FAX (304) 284-4892
TTY/TDD (304) 284-4836

June 18, 2003

RELEASE OF OBLIGATIONS OF
MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

TO WHOM IT MAY CONCERN:

The undersigned STATE DIRECTOR of the United States Department of Agriculture, Rural Development, the present holder of the 1995 Sewer Revenue Bond, dated April 18, 1995, issued in the total aggregate principal amount of $432,000 of Mount Clare Road Public Service District, in consideration of the assumption of payment for the Bond by the Greater Harrison County Public Service District, West Milford, Harrison County, West Virginia, hereby releases the Mount Clare Road Public Service District from its obligation to pay the principal of or interest on the Bond and any other obligations relating to the Bond and set forth in the Bond Resolution.

Jenny N. Phillips

JENNY N. PHILLIPS
State Director

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United States
Department of
Agriculture

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Development

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Phone (304) 284-4888
FAX (304) 284-4892
TTY/TDD (304) 284-4836

June 26, 2003

Greater Harrison County Public Service District
Sewer Revenue Bonds, Series 2003 A
(West Virginia Infrastructure Fund)
and
Sewer Revenue Bonds, Series 2003 B
(West Virginia SRF Program)

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative for the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of Series 1995 Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Sewer Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund) and Sewer Revenue Bonds, Series 2003 B (West Virginia SRF Program) (collectively, the "Series 2003 Bonds"), in the original aggregate principal amount of not more than $6,800,000, by Greater Harrison County Public Service District (the "Issuer"), under the terms of the resolution authorizing the Series 2003 Bonds on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's assumed loan of Mount Clare Road Public Service District Sewer Revenue Bonds, Series 1995, dated April 18, 1995, issued in the original aggregate principal amount of $432,000 (the "Prior Bonds"); (ii) waives any requirements imposed by the Prior Bonds or the resolution authorizing the Prior Bonds (the "Prior Resolution"), regarding the issuance of parity bonds which are not met by the Series 2003 Bonds or the Series 2003 Resolution; and (iii) consents to any amendments made to the Prior Resolution by the Series 2003 Resolution.

JENNY N. PHILLIPS
State Director

USDA Rural Development is an Equal Opportunity Lender, Provider and Employer. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, DC 20250-9410.

State of West Virginia
WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1217
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

June 26, 2003

Greater Harrison County Public Service District
Sewer Revenue Bonds, Series 2003 A
(West Virginia SRF Program)
and
Sewer Revenue Bonds, Series 2003 B
(West Virginia Infrastructure Fund)

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative for the West Virginia Water Development Authority, the present holder of the Prior Bonds, hereinafter defined and described, hereby consents to: (i) the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District; (ii) the conveyance of all of the assets of Mount Clare Road Public Service District, including, but not limited to, all real property, personal property, tangible property, intangible property, rights of way, easements, judgements, licenses and permits, to Greater Harrison County Public Service District; (iii) the assumption of all bonds and other liabilities of Mount Clare Road Public Service District by Greater Harrison County Public Service District; and (iv) the issuance of the Sewer Revenue Bonds, Series 2003 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2003 B (West Virginia Infrastructure Fund) (collectively, the "Series 2003 Bonds"), in the respective principal amounts of $1,981,165 and $4,130,000, by Greater Harrison County Public Service District (the "Issuer"), under the terms of the resolution authorizing the Series 2003 Bonds on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's Sewer Revenue Bonds, Series 1986 A (West Virginia Water Development Authority) and Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority) and senior and prior to the Issuer's Sewer Revenue Bonds, Series 1986 B (West Virginia Water Development Authority) and Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority) (collectively, the "Prior Bonds"). This consent has been granted in reliance upon the certificate of Tetrick, Bartlett PLLC, independent certified public accountants, that the Issuer has met the coverage and parity requirements set forth in the Resolutions authorizing the Prior Bonds.

Authorized Representative

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 23rd day of June, 2003, by and between MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, party of the first part, and GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, party of the second part.

WHEREAS, The County Commission of Harrison County, West Virginia, adopted a resolution on September 22, 1998, ordering the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the Districts;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 98-1230-PSD-PC, by Final Decision entered on February 25, 1999, approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District; and

WHEREAS, The United States of America, acting through the Rural Utilities Service of the United States Department of Agriculture, as bondholder of Mount Clare Road Public Service District's outstanding bonds and as grantor of certain grants to Mount Clare Road Public Service District and the West Virginia Water Development Authority, as bondholder of the Greater Harrison County Public Service District's outstanding bonds, have approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District and Mount Clare Road Public Service District is hereby executing and delivering this Quitclaim Deed to evidence the transfer of all right, title and interest in and to any and all

real estate and interests in real estate, together with all improvements situate thereon and the appurtenances thereunto belonging, owned by Mount Clare Road Public Service District to Greater Harrison County Public Service District.

NOW, THEREFORE, in consideration of said merger and the premises herein and Ten Dollars ($10.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the party of the second part all of its right, title and interest in and to any and all real estate and interests in real estate, together with all improvements situate thereon and the appurtenances thereunto belonging, situate in Harrison County, West Virginia.

For the same consideration aforesaid, the said party of the first part does hereby assign, transfer, set over and convey to the party of the second part all personal property, including, but not limited to, all inventory, accounts receivable, equipment, supplies, vehicles, furniture, fixtures, furnishings, improvements, other tangible personal property and any interest in personal property owned by the party of the first part, wherever located.

This conveyance is made subject to all exceptions, reservations, restrictions, easements, conditions and rights-of-way contained or mentioned in prior instruments of record affecting the subject property.

The undersigned party of the first part hereby declares that this conveyance is not subject to the West Virginia Excise Tax on the privilege of transferring real property because it is a conveyance from a political subdivision of the State of West Virginia to another political subdivision of the State of West Virginia.

The property described herein was obtained or improved with Federal financial assistance and is subject to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and other similarly worded Federal statutes, and the regulations issued pursuant thereto that prohibit discrimination on the basis of race, color, national origin, handicap, religion, age or sex in programs or activities receiving Federal financial assistance. Such provisions apply for as long as the property continues to be used for the same or similar purposes for which the Federal assistance was extended, or for so long as the purchaser owns it, whichever is later.

IN WITNESS WHEREOF, the party of the first part has hereto caused its corporate name to be signed and corporate seal to be affixed hereto by its proper officer thereunto duly authorized, all as of the day and year first hereinabove written.

MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

[SEAL]

By: Patricia M. Griffith
Its: Chairman

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

I, William C. Hoover, a Notary Public in and for the County and State aforesaid, do certify that Patricia M. Griffith, who signed the writing hereto annexed, bearing date the 23rd day of June, 2003, for MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this the 23rd day of June, 2003.

My commission expires June 5, 2012.

William C. Hoover
Notary Public

This instrument prepared by:

Steptoe & Johnson PLLC
Charleston, West Virginia 25326
(304) 353-8000

200300039684
Filed for Record in
HARRISON COUNTY, WV
SYLVIA BASILE
07-17-2003 At 02:42 pm.
DEED 11.00
STATE TAX .00
CNTY TAX .00
Book 1353 Page 664 - 668

200300039684
THOMAS L AMAN JR
PO BOX 2190
CLARKSBURG, WV 26301

352650.00001

RECYCLED PAPER
RECYCABLE

BILL OF SALE OF
MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

THIS BILL OF SALE, made this 23rd day of June, 2003, by and between MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, party of the first part, hereinafter sometimes referred to as the "Seller," and GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, party of the second part, hereinafter sometimes referred to as the "Purchaser;"

WHEREAS, The County Commission of Harrison County, West Virginia, adopted a resolution on September 22, 1998, ordering the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the Districts;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 98-1230-PSD-PC, by Final Decision entered on February 25, 1999, approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District; and

WHEREAS, The United States of America, acting through the Rural Utilities Service of the United States Department of Agriculture, as bondholder of Mount Clare Road Public Service District's outstanding bonds and as grantor of certain grants to Mount Clare Road Public Service District and the West Virginia Water Development

Authority, as bondholder of Greater Harrison County Public Service District's outstanding bonds, have approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District and the Public Service Board of Mount Clare Road Public Service District is hereby executing and delivering this Bill of Sale to evidence the transfer of all personal property, tangible or intangible, and interests in personal property owned by Mount Clare Road Public Service District to Greater Harrison County Public Service District.

WITNESSETH, that for the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid by the Purchaser to the Seller, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby sell, assign, transfer, set over and deliver to Purchaser all personal property, including, but not limited to, all inventory, accounts receivable, deposit accounts, certificates of deposit, other evidences of indebtedness of a third party to the Seller, claims, causes of action, agreements, including, but not limited to, any indemnification agreements, contracts, equipment, supplies, vehicles, furniture, fixtures, furnishings, improvements, and any other tangible or intangible personal property, and any interest in personal property owned by the Seller, wherever located and of whatever nature.

The Seller shall deliver possession of the aforesaid personal property to Purchaser on the date of this Bill of Sale.

IN WITNESS WHEREOF, Mount Clare Road Public Service District caused its corporate name to be signed and its corporate seal to be affixed hereto by its proper officer thereunto duly authorized, all as of the day and year first hereinabove written.

MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

[SEAL]

By: Patricia M. Griffith
Its: Chairman

This instrument prepared by:

Steptoe & Johnson PLLC
Charleston, West Virginia 25326
(304) 353-8000

06/20/03
352650.00001

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

I, William C. Hoover, a Notary Public in and for the County and State aforesaid, do certify that Patricia M. Griffith, who signed the writing hereto annexed, bearing date the 23rd day of June, 2003, for MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this the 23rd day of June, 2003.

My commission expires June 5, 2012.

William C. Hoover
Notary Public

200300039687
Filed for Record in
HARRISON COUNTY, WV
SYLVIA BASILE
07-17-2003 At 02:42 PM.
DEED NO $ 6.00
STATE TAX .00
CNTY TAX .00
Book 1353 Page 674 - 677

This instrument prepared by:

Steptoe & Johnson PLLC
Charleston, West Virginia 25326
(304) 353-8000

200300039687
THOMAS L AMAN JR
PO BOX 2190
CLARKSBURG, WV 26301

352650.00001

ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS OF
MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

THIS ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS, made this 23rd day of June, 2003, by and between MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, party of the first part, hereinafter sometimes referred to as the "Assignor," and GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, party of the second part, hereinafter sometimes referred to as the "Assignee;"

WHEREAS, The County Commission of Harrison County, West Virginia, adopted a resolution on September 22, 1998, ordering the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the Districts;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 98-1230-PSD-PC, by Final Decision entered on February 25, 1999, approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District; and

WHEREAS, The United States of America, acting through the Rural Utilities Service of the United States Department of Agriculture, as bondholder of Mount Clare Road Public Service District's outstanding bonds and as grantor of certain grants

to Mount Clare Road Public Service District and the West Virginia Water Development Authority, as bondholder of Greater Harrison County Public Service District's outstanding bonds, have approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District and the Public Service Board of Mount Clare Road Public Service District execute and deliver this Assignment of Rights of Way and Easements to evidence the transfer of all right, title and interest in and to any and all rights of way and easements owned by, or reserved to, Mount Clare Road Public Service District to Greater Harrison County Public Service District.

WITNESSETH, that for the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid by the Assignee to the Assignor, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, sell, bargain, assign, transfer, set over, deliver and convey to Assignee all of its right, title and interest in and to any and all rights of way and easements, together with all appurtenant improvements, rights, and privileges, owned by, or reserved to, Greater Harrison County Public Service District. The intent of this conveyance is to convey to Assignee any and all Rights of Way and Easements which Assignor may have, whether or not documents conveying same to Assignor have been recorded in the Office of the Clerk of the County Commission of Harrison County, to which Assignor had an interest.

Pursuant to the provision of the West Virginia Code Section 11-22-1, Assignor declares that this conveyance is not subject to the excise tax on the privilege of

transferring real property as the transfer is from a political subdivision of the State of West Virginia.

The property described herein was obtained or improved with Federal financial assistance and is subject to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and other similarly worded Federal statutes, and the regulations issued pursuant thereto that prohibit discrimination on the basis of race, color, national origin, handicap, religion, age or sex in programs or activities receiving Federal financial assistance. Such provisions apply for as long as the property continues to be used for the same or similar purposes for which the Federal assistance was extended, or for so long as the purchaser owns it, whichever is later.

IN WITNESS WHEREOF, the Mount Clare Road Public Service District has caused its corporate name to be signed and its corporate seal to be affixed hereto by its proper officer thereunto duly authorized, all as of the day and year first hereinabove written.

MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

[SEAL]

By Patricia M Griffith
Its Chairman

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

I, William C. Hoover, a Notary Public in and for the County and State aforesaid, do certify that Patricia M. Griffith, who signed the writing hereto annexed, bearing date the 23rd day of June, 2003, for MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this the 23rd day of June, 2003.

My commission expires June 5, 2012.

Notary Public

200300039686
Filed for Record in
HARRISON COUNTY, WV
SYLVIA BASILE
07-17-2003 At 02:42 PM.
DEED NO $ 6.00
STATE TAX .00
CNTY TAX .00
Book 1353 Page 669 - 673

This instrument prepared by:

Steptoe & Johnson PLLC
Charleston, West Virginia 25326
(304) 353-8000

200300039686
THOMAS L AMAN JR
PO BOX 2190
CLARKSBURG, WV 26301

352650.00001

ASSIGNMENT OF JUDGEMENTS OF
MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

THIS ASSIGNMENT OF JUDGEMENTS, made this 23rd day of June, 2003, by and between MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, party of the first part, hereinafter sometimes referred to as the "Assignor," and GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, party of the second part, hereinafter sometimes referred to as the "Assignee;"

WHEREAS, The County Commission of Harrison County, West Virginia, adopted a resolution on September 22, 1998, ordering the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District, subject to the approval of the Public Service Commission of West Virginia and the bondholders of the Districts;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 98-1230-PSD-PC, by Final Decision entered on February 25, 1999, approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District; and

WHEREAS, The United States of America, acting through the Rural Utilities Service of the United States Department of Agriculture, as bondholder of Mount Clare Road Public Service District's outstanding bonds and as grantor of certain grants

to Mount Clare Road Public Service District and the West Virginia Water Development Authority, as bondholder of Greater Harrison County Public Service District's outstanding bonds, have approved the merger of Mount Clare Road Public Service District into Greater Harrison County Public Service District and the Public Service Board of Mount Clare Road Public Service District is hereby executing and delivering this Assignment of Judgements to evidence the transfer of all right, title and interest in and to any and all interests in real estate, together with all improvements situate thereon and the judgements obtained in the course of collecting debts due by Mount Clare Road Public Service District to Greater Harrison County Public Service District.

WITNESSETH, that for the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid by the Assignee to the Assignor, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign, transfer, set over and deliver to Assignee all of its right, title and interest in and to any and all judgements obtained in the course of collecting debts due Mount Clare Road Public Service District.

IN WITNESS WHEREOF, Mount Clare Road Public Service District has its name to be signed and its corporate seal to be affixed hereto by its proper officer thereunto duly authorized, all as of the day and year first hereinabove written.

MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

[SEAL]

By: Patricia M. Griffith
Its: Chairman

This instrument prepared by: Steptoe & Johnson PLLC
Charleston, West Virginia 25326
(304) 353-8000

06/20/03
352650.00001

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

I, William C. Hoover, a Notary Public in and for the County and State aforesaid, do certify that Patricia M. Griffith, who signed the writing hereto annexed, bearing date the 23rd day of June, 2003, for MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this the 23rd day of June, 2003.

My commission expires June 5, 2012.

Notary Public

200300039685
Filed for Record in
HARRISON COUNTY, WV
SYLVIA BASILE
07-17-2003 At 02:42 PM.
ASSIGNMENT 6.00
STATE TAX .00
CNTY TAX .00
Book 23 Page 466 - 469

This instrument prepared by:

Steptoe & Johnson PLLC
Charleston, West Virginia 25326
(304) 353-8000

200300039685
THOMAS L AMAN JR
PO BOX 2190
CLARKSBURG, WV 26301

352650.00001

STEPTOE & JOHNSON PLLC
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Clarksburg Charleston Morgantown Martinsburg Wheeling Parkersburg

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June 26, 2003

Merger of Mount Clare Road Public Service District
into Greater Harrison County Public Service District

Greater Harrison County Public Service District
West Milford, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

United States Department of Agriculture
Morgantown, West Virginia

Ladies and Gentlemen:

We have acted as bond counsel in connection with the merger (the "Merger") of Mount Clare Road Public Service District (hereinafter "Mount Clare") into Greater Harrison County Public Service District (hereinafter "Greater Harrison"), in Harrison County, West Virginia, the assumption and re-designation of the bonds of Mount Clare by Greater Harrison and the dissolution of Mount Clare, pursuant to Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act").

We have examined the applicable provisions of the Act, the Resolutions of The County Commission of Harrison County duly adopted on August 20, 1998 and September 22, 1998, the Resolution of Greater Harrison duly adopted on June 18, 2003 (collectively the "Resolutions"), pursuant to and under which Act and Resolutions Mount Clare is merged into Greater Harrison, the bonds of Mount Clare are assumed and re-designated by Greater Harrison, and Mount Clare is dissolved.

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

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

1. Greater Harrison is a duly created and validly existing public service district, public corporation and political subdivision of the State of West Virginia, with corporate power to acquire by merger the assets of Mount Clare, to assume the bonds and liabilities of Mount Clare and re-designate the Assumed Bonds (as hereinafter defined) and to operate and maintain the System, all under the Act and other applicable provisions of law. The members and officers of the public service board of Greater Harrison have been duly and properly appointed and elected, have taken the requisite oaths and were, as

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of the date of their official actions, authorized to act on behalf of Greater Harrison in their respective capacities.

2. The County Commission of Harrison County, Greater Harrison and Mount Clare have duly adopted all necessary resolutions and orders in connection with the Merger, the assumption of all of the bonds, liabilities and obligations of Mount Clare by Greater Harrison, the re-designation of the Assumed Bonds, the conveyance of all assets of Mount Clare to Greater Harrison and the dissolution of Mount Clare.

3. The conveyance of all assets of Mount Clare to Greater Harrison has been duly authorized by Mount Clare. As of the date hereof, Mount Clare is merged into Greater Harrison and Greater Harrison holds valid title to all assets, including, but not limited to, real and personal property, of Mount Clare.

4. Prior to the Merger, Mount Clare had outstanding its Sewer Revenue Bonds, Series 1995 (United States Department of Agriculture), dated April 18, 1995, issued in the original aggregate principal amount of $432,000 (the "Series 1995 Bonds"), and the grant of the United States Department of Agriculture which was awarded contemporaneously with the issuance of the Series 1995 Bonds (the "1995 Grant"). Greater Harrison has assumed all obligations under, and responsibility for the payment of the principal of and interest on, the Series 1995 Bonds (the "Assumed Bonds") and the Series 1995 Grant.

The Assumed Bonds have been re-designated by Greater Harrison as follows:

(a) Greater Harrison County Public Service District Sewer Revenue Bonds, Series 1995 (United States Department of Agriculture), dated April 18, 1995, issued in the original aggregate principal amount of $432,000.

The assumption of the Assumed Bonds has been duly authorized by Greater Harrison and the Bonds are valid, legally enforceable and binding obligations of Greater Harrison, enforceable in accordance with their terms and the resolution approving the Bonds. The Assumed Bonds are secured by a first lien on and a pledge of the Net Revenues of the System and a first priority statutory mortgage lien on the System, on a parity with the lien of the Sewer Revenue Bonds, Series 1986 A (West Virginia Water Development Authority), the Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority) (collectively, the "First Lien Bonds") with each other, which lien and pledge are senior and prior to the lien on the Net Revenues of the System and statutory mortgage lien on the System of the Sewer Revenue Bonds, Series 1986 B (West Virginia Water Development Authority) and Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority) (collectively, the "Second Lien Bonds").

5. Greater Harrison has reserved the right to issue additional bonds ranking on a parity with the First Lien Bonds, subject to advance written consent of the holder of the Second Lien Bonds.

6. The consummation of the transactions contemplated by the Resolutions 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 each District, a breach of or default under any resolution, agreement or other instrument to which each District is a party or any existing law, regulation, court order or consent decree to which each District is subject.

7. The County Commission of Harrison County and the District have received the Final Order of the Public Service Commission of West Virginia entered on November 5, 2002, and Commission Order entered on May 28, 2003, in Case No. 01-0163-PSD-CN, approving the merger of Mount Clare into Greater Harrison. The time for appeal of such Final Order has expired prior to the date hereof. The time for appeal of the May 28, 2003 Order has not expired prior to the date hereof. However, the Issuer has certified that it does not intend to appeal such Order and the other parties to such Order have stated that they do not intend to appeal such Order. Such Order is not subject to any appeal, further hearing, reopening or rehearing by any customer, protestant, intervenor or other person not a party to such Order.

8. To the best of our knowledge, there is no litigation 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 Resolutions, the merger of Mount Clare into Greater Harrison, the assumption and re-designation of the Assumed Bonds by Greater Harrison, the conveyance of all assets of Mount Clare to Greater Harrison, the dissolution of Mount Clare, the operation of the System, the validity of the Bonds, the collection of the Gross Revenues or the pledge of the Net Revenues for the payment of the Bonds.

It is to be understood that the rights of the holders of the Bonds, and the enforceability of the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that such enforcement may also be subject to the exercise of judicial discretion in appropriate cases

Very truly yours,

STEPTOE & JOHNSON PLLC

06/25/03
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SEE PRIOR TRANSCRIPT ON FILE WITH ISSUER

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THIS AGREEMENT, made and entered into this 23rd day of September, 1993, by and between the SANITARY BOARD OF THE CITY OF CLARKSBURG, a municipal corporation, hereinafter called "SANITARY BOARD", party of the first part, and the MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia, hereinafter called "PUBLIC SERVICE DISTRICT", party of the second part.

WITNESSETH, THAT, WHEREAS, SANITARY BOARD has heretofore installed an interceptor sewer system within Clarksburg's City Limits and reaching partially outside of said City Limits hereinafter referred to as "INTERCEPTOR SEWER", whereby all of the sanitary sewage of the City is collected along the banks of Elk Creek and the West Fork River in the City of Clarksburg and transported in said INTERCEPTOR SEWER to a point downstream along said West Fork River within the City of Clarksburg near its northerly boundary to a sewage disposal or waste water treatment plant, hereinafter called "DISPOSAL PLANT", and owned and operated by the SANITARY BOARD of the City of Clarksburg; and,

WHEREAS, the PUBLIC SERVICE DISTRICT has constructed a sewer system to collect sanitary sewage within the community known as Mount Clare Road and desires to connect the same into the Clarksburg INTERCEPTOR SEWER system, in order to have the sewage collected in Mount Clare Road transported to and disposed of by the Clarksburg DISPOSAL PLANT; and,

WHEREAS, the parties hereto have been advised by the

Engineers for the SANITARY BOARD of the City of Clarksburg that the Clarksburg INTERCEPTOR SEWER system and sewage DISPOSAL PLANT have the capacity sufficient to handle the additional sewage from the Mount Clare Road PUBLIC SERVICE DISTRICT in addition to other sewage now being handled by said sewage DISPOSAL PLANT, both for the present and the reasonably foreseeable future; and,

WHEREAS, the parties hereto desire to agree upon all matters connected therewith, including connections, rates payments, breaks in water and sewer lines and all other related problems.

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

1. SANITARY BOARD covenants and agrees that it will accept into its INTERCEPTOR SEWER system sewage from the PUBLIC SERVICE DISTRICT.

2. PUBLIC SERVICE DISTRICT covenants and agrees to pay to SANITARY BOARD for such right and privilege, and for the services hereafter to be performed in connection with the transporting of sewage from the PUBLIC SERVICE DISTRICT and the maintenance of the Clarksburg INTERCEPTOR SEWER system and sewage DISPOSAL PLANT, after deductions for water furnished to water customers which do not generate sewage that enters the

Clarksburg sewer system, said payment to be made monthly, not more than ten (10) days after the receipt by the PUBLIC SERVICE DISTRICT of a statement for said water purchased from the Clarksburg Water Board, for sums in accordance with the following schedule of rates:

RATE

Applicable for Public Service Districts or Municipalities.

(A) RATE

$1.46 per 100 cubic feet

DELAYED PAYMENT PENALTY

The above tariff is net. Any account not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the amount due. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

As to individual residential sewage customers of the PUBLIC SERVICE DISTRICT who are not connected to a metered water system, the monthly rate for sewage service shall be said minimum amount.

The rates are subject to the laws of the State of West Virginia and the regulations of the Public Service Commission of West Virginia.

Any rate increase for the PUBLIC SERVICE DISTRICT will become effective on the date provided by law and the regulations of the Public Service Commission.

As to industrial and commercial customers of the PUBLIC

that, subject to the further provisions hereof, and subject to the reasonable rules and regulations issued by SANITARY BOARD with respect to the use of the said INTERCEPTOR SEWER and DISPOSAL PLANT, the PUBLIC SERVICE DISTRICT will take all reasonable action to limit the flow into the INTERCEPTOR SEWER to only sanitary sewage to the extent that the PUBLIC SERVICE DISTRICT is reasonably able to separate its storm drainage from its sanitary sewers. The PUBLIC SERVICE DISTRICT further covenants and agrees that it will take every reasonable effort in the future to separate storm and surface drainage from sanitary sewage where practicable.

The PUBLIC SERVICE DISTRICT covenants and agrees to take all precautions to prevent harmful materials from entering the INTERCEPTOR SEWER. The PUBLIC SERVICE DISTRICT further covenants and agrees to accept and abide by all ordinances, rules, regulations and requirements now in effect or hereafter promulgated by the SANITARY BOARD to the control of materials entering the INTERCEPTOR SEWER. The SANITARY BOARD covenants and agrees that any ordinances, rules, regulations and requirements hereafter promulgated affecting the PUBLIC SERVICE DISTRICT shall not be more restrictive, difficult, or expensive from the ordinances, rules, regulations and requirements promulgated with by SANITARY BOARD with respect to the INTERCEPTOR SEWER.

5. The PUBLIC SERVICE DISTRICT covenants and agrees

SERVICE DISTRICT who are not connected to a metered water system, the rate shall be determined by the parties hereto involved prior to connection into the PUBLIC SERVICE DISTRICT's System.

The PUBLIC SERVICE DISTRICT covenants and agrees that the foregoing rates are net, and that, in accordance with the current Tariff of the SANITARY BOARD on file with the Public Service Commission, any account not paid in full within twenty (20) days of the date of the billing will be subject to a ten percent (10%) penalty which will be added to the amount due which penalty shall accrue and be paid only for any one period of time.

3. The PUBLIC SERVICE DISTRICT shall, at no cost and expense to the SANITARY BOARD, cause to be installed a master water meter or meters, required to ascertain the total amounts of water flow to the PUBLIC SERVICE DISTRICT customers for the purpose of calculating the charge of the SANITARY BOARD for sewage treatment services rendered to the PUBLIC SERVICE DISTRICT. The PUBLIC SERVICE DISTRICT shall furnish a copy of meter readings for all such meters each month, within ten (10) days after such meters are read. SANITARY BOARD shall furnish a copy of all water meter readings each month for all PUBLIC SERVICE DISTRICT customers to whom it furnishes water, within ten (10) days after such meters are read.

4. The PUBLIC SERVICE DISTRICT covenants and agrees

to report to the SANITARY BOARD of the City of Clarksburg at t time of each monthly payment such reasonable information concer ing sewage service and the operation of the sanitary sewer sy tems of the PUBLIC SERVICE DISTRICT as may be required by t SANITARY BOARD of the City of Clarksburg on forms to be prepar and supplied by said SANITARY BOARD.

6. The SANITARY BOARD covenants and agrees that the event of a serious water leak or break in any major wat line of the PUBLIC SERVICE DISTRICT, the SANITARY BOARD sha. give all reasonable consideration to the making of a fair adjus ment in the sewer service charge to the PUBLIC SERVICE DISTRI for the period in which the leak or break occurred, based a: conditioned upon the following principles:

(a) The adjustment shall be an attempt to make t sewer service charge apply only to water which can reasonably estimated to have entered the INTERCEPTOR SEWER.

(b) The burden shall be upon the PUBLIC SERVICE DIS TRICT to reasonably justify any claim for adjustment by the bes available information.

(c) The PUBLIC SERVICE DISTRICT shall have the dut and responsibility of making reasonable checks and inspectior of its water lines in order to prevent leaks and breaks and i order to discover the same within a reasonable time after thei occurrence.

(d) The PUBLIC SERVICE DISTRICT shall make claims fc

adjustments in writing on forms to be provided by the SANIT BOARD of the City of Clarksburg immediately upon learning o water leak or break in any major water line of the PUBLIC SE VICE DISTRICT.

(e) No claim for adjustment shall be considered by t SANITARY BOARD of the City of Clarksburg filed later than t date for second monthly sewer service charge payment after t discovery of such leak or break.

7. The PUBLIC SERVICE DISTRICT covenants and agre that in the event of a substantial increase in the operati costs of the Clarksburg Sewage DISPOSAL PLANT which requires t SANITARY BOARD to seek a higher sewer service charge rate, up written notice thereof given to the PUBLIC SERVICE DISTRICT, t service charge rate charged the PUBLIC SERVICE DISTRICT shall increased in accordance with the laws of the State of We Virginia.

8. In accordance with the law in such case made a provided, this Agreement shall remain in force and effect for period of forty (40) years from the date thereof.

9. The parties hereto mutually covenant and agr that the first payment to the SANITARY BOARD by the PUBLIC SE VICE DISTRICT shall be due and payable within ten (10) da after one (1) month from the approval of this Agreement by t Public Service Commission of West Virginia and the approval the new sewer service charge rate of the PUBLIC SERVICE DISTRI

by the Public Service Commission of West Virginia, which fir. payment shall be for all service from the date of the actu flow of sewage through the connection of the PUBLIC SERVI(DISTRICT trunk sewer system into said INTERCEPTOR.

10. The PUBLIC SERVICE DISTRICT covenants and agree to make all necessary arrangements for convenient meter reading to comply with the terms and provisions hereof.

11. The PUBLIC SERVICE DISTRICT further covenants ar agrees to make timely payment of any sum due the SANITARY BOAR during the continuance of this Agreement.

IN WITNESS WHEREOF, the aid SANITARY BOARD OF THE CIT OF CLARKSBURG, a municipal corporation, and the MOUNT CLARE ROA PUBLIC SERVICE DISTRICT, a public corporation and politica subdivision of the State of West Virginia, have caused thes presents to be signed and their seals affixed by their prope officers thereunto duly authorized, on this 23rd day o September, 1993.

SANITARY BOARD OF THE CITY OF CLARKS-BURG, a municipal corporation,

By: _____
Its Chairman

MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia

By: Rod Ruggleman

Its Chairman

STATE OF WEST VIRGINIA
COUNTY OF HARRISON, to-wit:

The foregoing instrument was acknowledged before this 23 day of September, 1993, by Paul J. Shuman Chairman of the Sanitary Board of the City of Clarksburg, municipal corporation, on behalf of said corporation.

Jeannine Fultz
Notary Public

My commission expires:

September 5, 2000

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JEANINNE FULTZ
Rt. 2, Box 332
Clarksburg, WV 26301
My commission expires September 5, 2000

STATE OF WEST VIRGINIA
COUNTY OF HARRISON, to-wit:

The foregoing instrument was acknowledged before m this 29th day of September, 1993, b Rod Riggleman, Chairman c the Mount Clare Road Public Service District, public corporatio and political subdivision of the State of West Virginia, c behalf of said corporation.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
EDNA J. LEVELLE
RT. 1, BOX 127
LUMBERPORT, WV 26386
My Commission Expires January 13, 1994

Edna J. Levelle
Notary Public

My commission expires:

January 13, 1994

This instrument was prepared by:

Dean C. Ramsey
WEST & JONES

AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN THE SANITARY BOARD OF THE CITY OF CLARKSBURG
AND THE
MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

THIS AGREEMENT, made and entered into this 26TH day of August, 1994, by and between SANITARY BOARD OF THE CITY OF CLARKSBURG, hereinafter referred to as "BOARD", and MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH, DISTRICT owns and operates a sanitary sewer collection and transmission system; and

WHEREAS, BOARD operates a sanitary sewer treatment plant and collection system; and

WHEREAS, wastewater collected by the DISTRICT system is transmitted to the BOARD system for treatment; and,

WHEREAS, DISTRICT has expressed a desire to enter into an agreement with BOARD for certain operational and maintenance services; and

WHEREAS, BOARD has available the capabilities, knowledge, expertise and labor to provide such services and is willing to assume operation and maintenance of the DISTRICT system.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the terms, conditions, covenants and recitals hereinafter set forth, the parties hereto agree as follows:

1. Within its capability and without exceeding budgetary restraints, BOARD shall operate, maintain and repair DISTRICT's sanitary sewer collection and transmission system which includes the following:

a.) Approximately 19,500 LF of 8" and 4" gravity sewer collection lines,

b.) Approximately 3,200 LF of 2" and 3" force main,

c.) 78 manholes,

d.) Three grinder stations,

e.) Miscellaneous other equipment to make a complete and operational system.

2. DISTRICT shall provide BOARD with all maps and other information necessary to operate said system. DISTRICT shall further guarantee to BOARD access to its physical facilities for purposes of inspection, maintenance and repair.

3. BOARD shall operate, administer, manage, maintain and repair DISTRICT system in compliance with all federal, state and local government laws, rules and regulations.

4. DISTRICT shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the operation of the system by BOARD. DISTRICT shall be liable for claims for damage or injury resulting from the construction or installation of the system or the materials used therein. BOARD

shall indemnify DISTRICT from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature. BOARD shall procure and maintain in force during the term of this agreement and any extension thereof public liability insurance with a solvent insurer, the cost thereof to be paid by BOARD from revenues collected from said system. Such coverage shall be adequate to protect against liability for damage claims arising out of accidents occurring in the operation on the system, in a minimum amount of $100,000.00 for each person injured, $300,000.00 for any one accident, and $100,000.00 for property damage.

6. For providing this service to the DISTRICT, the BOARD shall be paid a One Hundred Dollar ($100.00) per month retainer and shall bill for hours spent directly monitoring or operating, maintaining and repairing the system in accordance with the hourly rates herein specified in Appendix A. These rates are subject to annual revisions.

7. DISTRICT acknowledges that the primary obligation of BOARD is to operate the sanitary sewer treatment plant and collection system that serves the City of Clarksburg, and that the City of Clarksburg system shall have priority with regard to operation, maintenance and repair.

8. This agreement may be terminated by either party upon sixty (60) days written notice to the other.

9. This agreement is executed in duplicate, with each party retaining an original thereof.

10. This agreement is subject to review and approval by the Public Service Commission.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals for and on behalf of BOARD and DISTRICT, this 26TH day of AUGUST, 1994.

CLARKSBURG SANITARY BOARD

By _____
Chairman

ATTEST:

_____
Its Secretary

MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

By _____
Chairman

ATTEST:

_____
Its Secretary

STATE OF WEST VIRGINIA)
(TO-WIT:
COUNTY OF HARRISON)

I, PHYLLIS R LAW, a Notary Public in and for the County and State aforesaid, do certify that Paul J Smires, who signed the writing hereto annexed bearing date the 26th day of August, 1994, for the SANITARY BOARD OF THE CITY OF CLARKSBURG, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said Board.

GIVEN under my hand this the 13th day of September, 1994.

Notary Public, State of West Virginia
PHYLLIS R. LAW
c/o Siegrist, Spalsburg, White, Martin & Conley
PO Drawer 2550 Clarksburg, WV 26302-2550
My commission expires September 11, 2000

Phyllis R. Law
Notary Public

My commission expires: Sept. 11, 2000.

STATE OF WEST VIRGINIA)
(TO-WIT:
COUNTY OF HARRISON)

I, Nina S Mathews, a Notary Public in and for the County and State aforesaid, do certify that Rod Riggleman, who signed the writing hereto annexed bearing date the 26TH day of August, 1994, for MOUNT CLARE PUBLIC ROAD DISTRICT, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

GIVEN under my hand this the 26TH day of August, 1994.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
NINA S. MATHEWS
WEST B. JONES
200 WASHINGTON AVENUE
CLARKSBURG, WV 26301
My Commission Expires Feb. 21, 1997

Nina S. Mathews
Notary Public

My commission expires: February 21, 1997.

This instrument was prepared by H. Laban White, Attorney at Law, 219 South Second Street, P. O. Drawer 2550, Clarksburg, WV 26302-2550.

APPENDIX "A"
TO
AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN THE CITY OF CLARKSBURG
SANITARY BOARD AND THE
MOUNT CLARE ROAD PUBLIC SERVICE DISTRICT

HOURLY RATES FOR CSB PERSONNEL AND EQUIPMENT

Personnel

	Regular	Overtime
Foreman	$ 9.85 Hr	$ 14.78 Hr
Heavy Equipment Operator	9.41 Hr	14.12 Hr
Skilled Laborer	9.56 Hr	14.34 Hr
Driver	8.65 Hr	12.98 Hr
Laborer	8.29 Hr	12.44 Hr
Lead Operator	11.35 Hr	17.03 Hr
Part Time Collection	8.30 Hr	12.45 Hr

Equipment

Backhoe with operator	$ 40.00 Hr
Hi-Lift with operator	50.00 Hr
Flusher with operator	85.00 Hr
Camera with crew of two	145.00 Hr
Truck mounted with driver	20.00 Hr
Dump truck with driver	28.00 Hr
Truck mounted rodder with 1400 feet of rodding with operator	75.00 Hr

In addition to the foregoing changes, the following percentages will be charged for the purposes and benefits shown:

Fringe Benefits	Percentage
Retirement	9.50%
Worker's Compensation	3.97%
F. I. C. A.	7.65%
Health & Life Benefit Insurance	26.00%
Total percentage to be added to the foregoing hourly rates	47.12%