GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

Date of Closing: May 2, 2000

BOND TRANSCRIPT

STEPTOE & JOHNSON

Vincent A. Collins, Esquire
Bank One Center, Sixth Floor
Clarksburg, WV 26302
(304)624-8161
collinva@steptoe-johnson.com

John C. Stump, Esquire
Bank One Center, Seventh Floor
Charleston, WV 25326
(304)353-8196
stumpjc@steptoe-johnson.com

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program) and Series 2000 B (West Virginia Infrastructure Fund)

BOND TRANSCRIPT

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GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

WATER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA DWTRF PROGRAM) AND SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND)

BOND RESOLUTION

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GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE REFUNDING OF THE OUTSTANDING WATER REVENUE BONDS, SERIES 1989, AND WATERWORKS SYSTEM DESIGN NOTES, SERIES 1997 (WEST VIRGINIA INFRASTRUCTURE FUND) OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $1,483,979 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA DWTRF PROGRAM), AND NOT MORE THAN $3,305,290 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2000 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 GRANDVIEW-DOOLIN 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 16, Article 13C 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. Grandview-Doolin Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Wetzel and Marshall Counties of said State.

B. The Issuer presently owns and operates a public waterworks 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 certain extensions, additions, betterments and improvements to the existing public waterworks facilities of the Issuer, consisting of upgrading its water treatment plant, replacing the existing Proctor water booster station, replacing 15,000 feet of existing water line, adding water storage tanks at Goddard and Route 7, and installing 80,000 linear feet of 8", 6" and 4" water lines in Wetzel and Marshall Counties, 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 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 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 Drinking Water Treatment Revolving Fund and the West Virginia Infrastructure Fund pursuant to the Act.

D. The Issuer has determined that, by refunding its outstanding Water Revenue Bonds, Series 1989, dated October 1, 1989, issued in the original principal amount of $374,500, and the Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund), dated November 6, 1997, issued in the original principal amount of $198,800 (collectively, the "Prior Bonds"), it can achieve significant savings in debt service. The entire outstanding principal of and all interest accrued on the Prior Bonds will be paid in full with proceeds of the Series 2000 B Bonds on the date of issuance thereof.

E. It is deemed necessary for the Issuer to issue its Water Revenue Bonds in the total aggregate principal amount of not more than $4,789,269 in two series

(collectively, the "Series 2000 Bonds"), being the Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), in the aggregate principal amount of not more than $1,483,979 (the "Series 2000 A Bonds"), and the Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $3,305,290 (the "Series 2000 B Bonds"), to permanently finance the costs of acquisition and construction of the Project and to pay in full the Prior Bonds. 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 2000 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 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 2000 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 2000 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 2000 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Bureau for Public Health ("BPH"), and its Series 2000 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 loan 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 Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

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 2000 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 Bonds and issuance of the Series 2000 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 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 2000 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 2000 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 2000 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 16, Article 13C and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"Administrative Fee" means any administrative fee required to be paid pursuant to the Loan Agreement for the Series 2000 A Bonds.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2000 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 BPH or 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 2000 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.

"BPH" means the West Virginia Bureau for Public Health, a division of the West Virginia Department of Health and Human Resources, or any successor thereto.

"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 2000 Bonds for all or a portion of the proceeds of the Series 2000 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 Ghosh Engineers, Inc., Charleston, 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.

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

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

"DWTRF" Regulations" means the DWTRF regulations set forth in the West Virginia Code of State Regulations.

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

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

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

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

"Grants" means all moneys 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 Grandview-Doolin Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Wetzel and Marshall Counties, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means, collectively, the respective Loan Agreements heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the BPH, providing for the purchase of the Series 2000 A Bonds from the Issuer by the Authority, and by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2000 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 2000 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 2000 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", unless qualified, 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 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 moneys, 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 2000 Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Issuer's Water Revenue Bonds, Series 1989, and Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund), as described in Section 1.02D hereof.

"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 established by the Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2000 Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2000 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 2000 Bonds" means, collectively, the Series 2000 A Bonds and the Series 2000 B Bonds.

"Series 2000 A Bonds" means the Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), of the Issuer, authorized by this Resolution.

"Series 2000 A Bonds Construction Trust Fund" means the Series 2000 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2000 A Bonds Reserve Account" means the Series 2000 A Bonds Reserve Account established in the Series 2000 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2000 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2000 A Bonds in the then current or any succeeding year.

"Series 2000 A Bonds Sinking Fund" means the Series 2000 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2000 B Bonds" means the Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution.

"Series 2000 B Bonds Construction Trust Fund" means the Series 2000 B Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2000 B Bonds Reserve Account" means the Series 2000 B Bonds Reserve Account established in the Series 2000 B Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2000 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 2000 B Bonds in the then current or any succeeding year.

"Series 2000 B Bonds Sinking Fund" means the Series 2000 B Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2000 Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2000 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2000 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 or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund and the respective Reserve Accounts.

"System" means the complete public waterworks system of the Issuer, as presently existing in its entirety or any integral part thereof, and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system, and shall 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 DWTRF Program" means the West Virginia Drinking Water Treatment Revolving Fund program established by the State, administered by the BPH and funded by capitalization grants awarded to the State pursuant to the federal Safe Drinking Water Act, as amended, for the purpose of establishing and maintaining a permanent perpetual fund for the acquisition, construction and improvement of drinking water projects.

"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 BONDS

Section 2.01. Authorization of Acquisition and Construction of the Project and Refunding of the Prior Bonds. There is hereby authorized and ordered the refunding of the Prior Bonds and the acquisition and construction of the Project, at an estimated cost of $4,789,269, 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 2000 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, compatible with the financing plan submitted to the Authority, the BPH and the Council.

The costs of the Project is estimated to be $4,789,269, of which approximately $1,483,979 will be obtained from proceeds of the Series 2000 A Bonds and approximately $3,305,290 will be obtained from proceeds of the Series 2000 B Bonds.

The cost of refunding the Prior Bonds is estimated to be $480,115, which will be obtained from the proceeds of the Series 2000 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 2000 Bonds, funding the respective reserve accounts for the Series 2000 Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2000 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 2000 Bonds of the Issuer. The Series 2000 Bonds shall be issued in two series, each as a single bond, designated respectively as "Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program)," in the principal amount of not more than $1,483,979, and "Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund)," in the principal amount of not more than $3,305,290, and both shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2000 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalizing interest on the Series 2000 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 2000 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 2000 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 2000 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 2000 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 2000 Bonds. The Series 2000 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 2000 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 2000 Bonds shall cease to be such officer of the Issuer before the Series 2000 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 2000 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 2000 Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2000 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 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 2000 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 2000 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 2000 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 2000 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 2000 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 2000 Bonds or transferring the registered Series 2000 Bonds are exercised, all Series 2000 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2000 Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2000 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 Series 2000 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2000 Bonds or, in the case of any proposed redemption of Series 2000 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 2000 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 2000 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 2000 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2000 Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2000 A Bonds and the Series 2000 B Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2000 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 2000 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2000 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 2000 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 2000 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 2000 Bonds.

Section 3.10. Form of Bonds. The text of the Series 2000 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 2000 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2000 A
(WEST VIRGINIA DWTRF PROGRAM)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Wetzel and Marshall Counties 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 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 Bureau for Public Health (the "BPH") 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 BPH, dated _____, 2000.

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

facilities of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds") and a reserve account for the Series 2000 B Bonds (hereinafter defined); and (iii) to pay certain costs of issuance hereof and related costs. The existing public waterworks facilities 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 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on April 27, 2000, and a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 WATER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MAY 2, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,305,290 (THE "SERIES 2000 B 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 2000 B Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 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 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 said special fund provided from the Net Revenues, the moneys in the Series 2000 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Series 2000 B Bonds; provided however, that so long as there exists in the Series 2000 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any

succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2000 B 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 One Valley Bank, National Association, 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 moneys, until so applied, in favor of the registered owner of this Bond.

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

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

IN WITNESS WHEREOF, GRANDVIEW-DOOLIN 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 May 2, 2000.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 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: May 2, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION, 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 2000 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2000 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Wetzel and Marshall Counties 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 _____, 2000.

This Bond is issued (i) to pay in full the entire outstanding principal of and all interest accrued on the Issuer's Water Revenue Bonds, Series 1989, and Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund); (ii) to pay a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities 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 waterworks facilities 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 April 27, 2000, and a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 WATER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA DWTRF PROGRAM), DATED MAY 2, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,483,979 (THE "SERIES 2000 A 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 2000 A Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 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 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 said special fund provided from the Net Revenues, the moneys in the Series 2000 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 the Bonds, including the Series 200Q A Bonds; provided however, that so long as there exists in the Series 2000 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 the Bonds, including the Series 2000 A 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 One Valley Bank, National Association, 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 moneys, until so applied, in favor of the registered owner of this Bond.

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

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

IN WITNESS WHEREOF, GRANDVIEW-DOOLIN 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 May 2, 2000.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 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: May 2, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION, 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 2000 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.12. "Amended Schedule" Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority, the BPH and the Council, the respective schedules, the forms of which will be provided by the BPH 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 with and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Series 2000 A Bonds Construction Trust Fund; and

(4) Series 2000 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 2000 A Bonds Sinking Fund;

(2) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account;

(3) Series 2000 B Bonds Sinking Fund; and

(4) Within the Series 2000 B Bonds Sinking Fund, the Series 2000 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 the priority:

(1) The Issuer shall first, each month, pay from the moneys 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 simultaneously remit to the Commission (i) commencing 3 months prior to the first date of payment of principal of the Series 2000 A Bonds, for deposit in the Series 2000 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2000 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 2000 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 (ii) commencing 3 months prior to the first date of payment of principal of the Series 2000 B Bonds, for deposit in the Series 2000 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2000 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 2000 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.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) commencing 3 months prior to the first date of payment of principal of the Series 2000 A Bonds, if not fully funded upon issuance of the Series 2000 A Bonds, for deposit in the Series 2000 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2000 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2000 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 2000 A Bonds Reserve Requirement; and (ii) commencing 3 months prior to the first date of payment of principal of the Series 2000 B Bonds, if not fully

funded upon issuance of the Series 2000 B Bonds, for deposit in the Series 2000 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2000 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2000 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 2000 B Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the 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 moneys from the Renewal and Replacement Fund.

Moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2000 A Bonds and the Series 2000 B Bonds, respectively, as the same shall become due. Moneys in the Series 2000 A Bonds Reserve Account and the Series 2000 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2000 A Bonds and the Series 2000 B Bonds, respectively, as the same shall come due, when other moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Sinking Fund and the Series 2000 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 2000 A Bonds and the Series 2000 B Bonds, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2000 A Bonds Reserve Account or the Series 2000 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 2000 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 maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional parity Bonds.

The Issuer shall not be required to make any further payments into the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Sinking Fund or the Series 2000 B Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2000 A Bonds and the Series 2000 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 2000 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 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Sinking Fund and the Series 2000 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.

Moneys in the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Sinking Fund and the Series 2000 B Bonds

Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Sinking Fund and the Series 2000 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2000 A Bonds and the Series 2000 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 2000 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 Administrative Fee as set forth in the Schedule Y attached to the Loan Agreement for the Series 2000 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 Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges 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 moneys in excess of the sum insured by 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.

I. All Tap Fees shall be deposited by the Issuer, as received, in the Bond Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of the Series 2000 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2000 A Bonds, there shall first be deposited with the Commission in the Series 2000 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. Next, from the proceeds of the Series 2000 A Bonds, there shall be deposited with the Commission in the Series 2000 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2000 A Bonds Reserve Account.

C. Next, from the proceeds of the Series 2000 A Bonds, there shall be deposited with the Commission in the Series 2000 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2000 B Bonds Reserve Account.

D. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2000 A Bonds, such moneys shall be deposited with the Depository Bank in the Series 2000 A Bonds Construction Trust Fund and applied 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 2000 A Bonds.

E. From the proceeds of the Series 2000 B Bonds, there shall first be deposited with the Commission in the Series 2000 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

F. Next, from the proceeds of the Series 2000 B Bonds, there shall be paid to the Holders of the Prior Bonds the entire outstanding principal of and all accrued interest on the Prior Bonds.

G. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2000 B Bonds, such moneys shall be deposited with the Depository Bank in the Series 2000 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 2000 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 2000 A Bonds shall be applied as directed by the BPH and any remaining proceeds of the Series 2000 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 BPH and the Authority a report listing the specific purposes for which the proceeds of the Series 2000 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 2000 A Bonds Construction Trust Fund shall be made only after submission to and approval from the BPH, of the following:

(1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement for the Series 2000 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 2000 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.

Pending such application, moneys 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 2000 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 2000 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2000 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2000 Bonds, shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2000 Bonds or the interest , if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2000 A Bonds and the Series 2000 B Bonds shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the System. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2000 Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

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 September 22, 1999, in Case No. 99-0383-PWD-CN, and such rates are hereby adopted.

So long as the Series 2000 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 2000 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 2000 Bonds are outstanding and except as otherwise required by law or with the written consent of the BPH, 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 2000 Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the BPH, 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 2000 Bonds. Any balance remaining after the payment of the Series 2000 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 2000 Bonds. All obligations issued by the Issuer after the issuance of the Series 2000 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 2000 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 2000 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 2000 Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the BPH, 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. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2000 Bonds pursuant to this Bond Legislation, except with the prior written consent of the Authority, the BPH and the Council under the conditions and in the manner herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2000 Bonds.

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

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 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 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 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 (a) the improvements to be financed by such Parity Bonds and (b) any increase in rates adopted by the Issuer, the period for appeal of which has expired prior to the date of 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 hereinabove 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 period for appeal of which has 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. Bonds issued on a parity, 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 of one series over any other Bond of the same series. 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 revenues of the System is subject to the prior and superior liens of the Series 2000 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 2000 Bonds.

No Parity Bonds shall be issued any time, however, unless all 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 such Parity Bonds, and the Issuer shall 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 BPH, 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 BPH, 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 BPH, 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 BPH, the Council, the Authority, or any other original purchaser of the Series 2000 Bonds, and shall mail in each year to any Holder or Holders of the Series 2000 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 2000 Bonds, and shall submit said report to the BPH, the Council and the Authority, or any other original purchaser of the Series 2000 Bonds. Such audit report submitted to the BPH, 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 BPH, 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 BPH, 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 BPH, the Authority and the Council with respect to the System pursuant to the Act.

The Issuer shall provide the BPH 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 2000 A Bonds or as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2000 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 2000 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Reserve Account and the reserve accounts for obligations on a parity with the Series 2000 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 2000 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 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 BPH, 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 BPH, 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 BPH, 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 BPH, 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 BPH, the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the BPH, 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 BPH, 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 BPH, 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 DWTRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the BPH in writing of such receipt.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the DWTRF Regulations, to the BPH 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 BPH 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 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the 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 $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

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

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

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

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

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

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

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

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

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

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

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2000 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 2000 Bonds during the term thereof is, under the terms of the Series 2000 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 2000 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 2000 Bonds during the term thereof is, under the terms of the Series 2000 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 2000 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 2000 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 2000 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 2000 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 2000 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 2000 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 2000 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 2000 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 BPH 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 BPH, 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 2000 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 BPH and the Council for written approval. The Issuer shall obtain the written approval of the BPH and the Council before expending any proceeds of the Series 2000 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 BPH and the Council before expending any proceeds of the Series 2000 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the BPH, 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 moneys 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 moneys 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 moneys 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 2000 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2000 Bonds from gross income for federal income tax purposes.

Section 8.02. Arbitrage and Tax Exemption. The Issuer covenants that (i) it shall not take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Series 2000 Bonds which would cause the Series 2000 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (ii) it will take any and all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 2000 Bonds) so that the interest, if

any, on the Series 2000 Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 8.03. Tax Certificate and Rebate. The Issuer shall deliver a certificate of arbitrage, a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2000 Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2000 Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

If the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer covenants to make, or cause to be made, all rebate calculations, computations and payments in the time, manner and as required in Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 2000 Bonds and otherwise covenants and agrees to comply with the provisions of such Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 2000 Bonds. In the event of a failure to pay the correct rebate amount, the Issuer will pay, from any lawful sources available therefor, to the United States such amount, plus a penalty equal to 50% of the rebate amount not paid when required to be paid, plus interest on that amount, unless waived. In order to provide for the administration of this paragraph, the Issuer may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Issuer may deem appropriate.

The Issuer shall furnish to the Authority, annually, and at such time as it is required to perform its rebate calculations under the Code, a certificate with respect to its rebate calculations and, at any time, any additional information relating thereto as may be requested by the Authority. In addition, the Issuer shall cooperate with the Authority in preparing any required rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer.

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation or, if the Issuer qualifies for any exception to rebate, the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 2000 Bonds subject to rebate. The Issuer shall also furnish the

Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority, including information with respect to earnings on all funds constituting "gross proceeds" of the Series 2000 Bonds (as such term "gross proceeds" is defined in the Code).

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 2000 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2000 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 2000 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2000 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; or

(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.

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 2000 A Bonds shall be on a parity with the Holders of the Series 2000 B 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 2000 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 moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2000 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 2000 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 2000 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2000 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 2000 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2000 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 2000 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 2000 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 2000 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.

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 Grandview-Doolin Public Service District and within the boundaries of the District, a Class II legal advertisement stating:

(a) The maximum amount of the Series 2000 Bonds to be issued;

(b) The maximum interest rate and terms of the Series 2000 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 27th day of April, 2000.

Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT on the 27th day of April, 2000.

Dated: May 2, 2000.

[SEAL]

Mary Jo Nice
Secretary

03/29/00
347980/98001

EXHIBIT A

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

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA DWTRF PROGRAM), AND WATER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF GRANDVIEW-DOOLIN 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 Grandview-Doolin Public Service District (the "Issuer"), has duly and officially adopted a bond resolution, effective April 27, 2000 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE REFUNDING OF THE OUTSTANDING WATER REVENUE BONDS, SERIES 1989, AND WATERWORKS SYSTEM DESIGN NOTES, SERIES 1997 (WEST VIRGINIA INFRASTRUCTURE FUND) OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $1,483,979 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA DWTRF PROGRAM), AND NOT MORE THAN $3,305,290 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2000 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 Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), and Series 2000 B (West Virginia Infrastructure Fund), of the Issuer (collectively, the "Bonds" and individually, the "Series 2000 A Bonds" and the "Series 2000 B Bonds"), in the respective aggregate principal amounts not to exceed $1,483,979 and $3,305,290, and has authorized the execution and delivery of the loan agreement relating to the Series 2000 A Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), and the loan agreement relating to the Series 2000 B Bonds, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") (collectively, the "Loan Agreement"), all in accordance with Chapter 16, Article 13A, Chapter 16, Article 13C 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 Agreement and the exact principal amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price 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 Agreement has been presented to the Issuer at this meeting;

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

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and ratified by the Issuer, that the exact principal amount, the date, the maturity date, the redemption provision, the interest rate, the interest and principal payment dates, the sale price 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 GRANDVIEW-DOOLIN 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. The Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $1,483,979. The Series 2000 A Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2031, and shall bear no interest. The principal of the Series 2000 A Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2001, and ending September 1, 2031, 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 2000 A Bonds. The Series 2000 A Bonds shall be subject to redemption upon the written consent of the Authority and the BPH, 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 2000 A Bonds. The Issuer does hereby approve and shall pay the DWTRF administrative fee equal to 1% of the principal amount of the Series 2000 A Bonds set forth in the "Schedule Y" attached to the Loan Agreement.

B. The Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $3,305,290. The Series 2000 B Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2040, and shall bear no interest. The principal of the Series 2000 B Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2001, and ending

March 1, 2040, 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 2000 B Bonds. The Series 2000 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 2000 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 Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement 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 Agreement and in the applications to the BPH, 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 One Valley Bank, National Association, 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 Doolin Security Savings Bank, FSB, New Martinsville, West Virginia, to serve as Depository Bank under the Bond Resolution.

Section 7. Series 2000 A Bonds proceeds in the amount of -0- shall be deposited in the Series 2000 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2000 A Bonds proceeds in the amount of $49,468 shall be deposited in the Series 2000 A Bonds Reserve Account.

Section 9. Series 2000 A Bonds proceeds in the amount of $85,852 shall be deposited in the Series 2000 B Bonds Reserve Account.

Section 10. Series 2000 B Bonds proceeds in the amount of -0- shall be deposited in the Series 2000 B Bonds Sinking Fund, as capitalized interest.

Section 11. Series 2000 B Bonds proceeds in the amount of $475,780.62 shall be used to pay in full the entire outstanding principal of and all interest accrued on the Prior Bonds on the date hereof.

Section 12. The balance of the proceeds of the Series 2000 A Bonds and the Series 2000 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 May 2, 2000, to the Authority pursuant to the Loan Agreement.

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. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by 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 (the "Code"), by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. The Issuer will take all actions necessary to comply with the Code and Treasury Regulations promulgated or to be promulgated thereunder.

Section 17. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 27th day of April, 2000.

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of Grandview-Doolin Public Service District on the 27th day of April, 2000.

Dated: May 2, 2000.

[SEAL]

Mary Jo Nice
Secretary

04/27/00
347980/98001

DWTRF
(4/7/00)

LOAN AGREEMENT

THIS DRINKING WATER TREATMENT REVOLVING FUND LOAN AGREEMENT (the "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 under the direction of the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH, a division of the West Virginia Department of Health and Human Resources (the "BPH"), and the local entity designated below (the "Local Entity").

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT
(Local Entity)

W I T N E S S E T H:

WHEREAS, the United States Congress under Section 1452 of the Safe Drinking Water Act, as amended (the "Safe Drinking Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining drinking water treatment revolving funds for the construction, acquisition and improvement of drinking water systems;

WHEREAS, pursuant to the provisions of Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a drinking water treatment revolving fund program (the "Program") to direct the distribution of loans to eligible Local Entities pursuant to the Safe Drinking Water Act;

WHEREAS, under the Act the BPH 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 BPH has been awarded capitalization grants to partially fund the Program;

WHEREAS, the Act establishes a permanent perpetual fund known as the "West Virginia Drinking Water Treatment Revolving Fund" (hereinafter the "Fund"), which fund is to be administered and managed by the Authority under the direction of the BPH;

WHEREAS, pursuant to the Act, the Authority and BPH are empowered to make loans from the Fund to Local Entities for the acquisition or construction of drinking water projects by such Local Entities, all subject to such provisions and limitations as are contained in the Safe Drinking Water Act and the Act;

WHEREAS, the Local Entity constitutes a local entity as defined by the Act;

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

WHEREAS, the Local Entity is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a drinking water 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 Entity;

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

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

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Local Entity, BPH 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 entity," and "project" have the definitions and meanings ascribed to them in the Act or in the DWTRF Regulations.

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

1.3 "Loan" means the loan to be made by the Authority and BPH to the Local Entity through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

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

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

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

1.7 "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.

1.8 "Program" means the drinking water facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Safe Drinking Water Act and administered by BPH.

1.9 "Project" means the drinking water project hereinabove referred to, to be constructed or being constructed by the Local Entity in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Local Entity 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.

1.10 "DWTRF Regulations" means the regulations set forth in the West Virginia Code of State Regulations.

1.11 "System" means the drinking water system owned by the Local Entity, 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 Local Entity by the Consulting Engineers, the BPH 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 Loan Agreement and the Local Act, the Local Entity 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 Entity 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 Entity, 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 BPH and the Authority.

2.4 The Local Entity agrees that the Authority and BPH 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 Entity further agrees that the Authority and BPH and their respective duly authorized agents shall, prior to, at 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 BPH with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Local Entity 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 Entity shall permit the Authority and BPH, 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 Entity shall submit to the Authority and BPH 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 Loan or of any State and federal grants or other sources of financing for the Project.

2.6 The Local Entity agrees that it will permit the Authority and BPH and their respective agents to have access to the records of the Local Entity 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 Entity 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 Entity 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 BPH and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Entity, the Local Entity or (at the option of the Local Entity) 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 Entity, 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 Entity on or before the Date of Loan 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 Entity 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 Entity shall provide and maintain competent and adequate engineering services satisfactory to the Authority and BPH 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, BPH and the Local Entity 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 Entity shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the DWTRF Regulations, to it within 60 days of the completion of the Project. The Local Entity shall notify BPH in writing of such receipt.

2.10 The Local Entity shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the DWTRF Regulations, to BPH when the Project is 90% completed. The Local Entity shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Entity 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 Loan Agreement. The Local Entity shall notify BPH in writing of the certified operator employed at the 50% completion stage.

2.11 The Local Entity hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, BPH 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 Entity, commencing on the date contracts are executed for the construction of the Project and for two years following the completion of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit A and incorporated herein by reference, and forward a copy by the 10th of each month to BPH.

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

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

3.1 The agreement of the Authority and BPH to make the Loan is subject to the Local Entity's fulfillment, to the satisfaction of the Authority and BPH, 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 Entity shall have delivered to BPH and the Authority a report listing the specific purposes for which the proceeds of the Loan will be expended and the procedures as to the disbursement of loan proceeds, including an estimated monthly draw schedule;

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

(c) The Local Entity 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 Entity 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 Local Entity 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 BPH shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit C;

(e) The Local Entity 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 BPH shall have received a certificate of the Consulting Engineers to such effect;

(f) The Local Entity 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 BPH shall have received an opinion of counsel to the Local Entity, which may be local counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, to such effect;

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

(h) The Local Entity 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 BPH shall have received an opinion of counsel to the Local Entity, which may be local counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, 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 BPH shall have received a certificate of the accountant for the Local Entity, or such other person or firm experienced in the finances of local entities and satisfactory to the Authority and BPH, 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 BPH shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of drinking water projects and satisfactory to the Authority and BPH, to such effect, such certificate to be in form and substance satisfactory to the Authority and BPH, and evidence satisfactory to the Authority and BPH of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the BPH, including the DWTRF 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 make the Loan to the Local Entity and the Local Entity shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Entity 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 Local Entity 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, BPH and the Local Entity. 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.

3.5 The Local Entity understands and acknowledges that it is one of several local entities which have applied to the Authority and BPH for loans from the Fund to finance drinking water projects and that the obligation of the Authority to make any such loan is subject to the Local Entity's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing and to the requirements of the Program. The Local Entity 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 execution of this Loan Agreement, the Authority may purchase the bonds of other local entities set out in the State Project Priority List, as defined in the DWTRF Regulations. The Local Entity further specifically recognizes that all loans will be originated in conjunction with the DWTRF Regulations and with the prior approval of BPH.

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

ARTICLE IV

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

4.1 The Local Entity shall, as one of the conditions of the Authority and BPH to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of

the Local Entity 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 Entity 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, as applicable, 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 Entity will complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the DWTRF Regulations, 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 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 the 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 Entity 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 BPH;

(vi) That the Local Entity 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 Entity 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 Entity 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 Entity will not grant any franchise to provide any services which would compete with the System;

(xi) That the Local Entity shall annually, within six months of the end of the fiscal year, 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 BPH. If the Local Entity receives $300,000 or more (in federal funds) in a fiscal year, the audit shall be obtained in accordance with the Single Audit Act (as amended from time to time) and the applicable OMB Circular (or any successor thereto). Financial statement audits are required once all funds have been received by the Local Entity. The audit shall include a statement that the Local Entity is in compliance with the terms and provisions of the Local Act and this Loan Agreement and that the Local Entity's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Local Entity 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 BPH 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 Entity 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 funding of such Local Entity, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and BPH, 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 Entity may authorize redemption of the Local Bonds with 30 days written notice to BPH and 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 Entity 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 Entity shall complete the Monthly Payment Form, attached hereto as Exhibit E 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 Entity 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 Entity 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 BPH, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and BPH 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 Entity shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate its services to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore such services until all delinquent charges for the services of the System have been fully paid; and

(xxi) That the Local Entity shall submit all proposed change orders to the BPH for written approval. The Local Entity shall obtain the written approval of the BPH 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 Entity shall obtain the written approval of the BPH before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

The Local Entity 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 F.

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

4.3 At least five percent (5%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the Authority monthly as required by the Local Entity 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 Entity, the BPH 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 DWTRF 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 Entity. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

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

4.6 The obligation of the Authority to make any loans 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 make the Loan.

ARTICLE V

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

5.1 The Local Entity hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Local Entity 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 Local Entity 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 Local Entity defaults in any payment due to the Authority pursuant to Section 4.2 hereof, 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 Local Entity hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Entity, 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 Entity

6.1 The Local Entity hereby acknowledges to the Authority and BPH its understanding of the provisions of the Act, vesting in the Authority and BPH certain powers, rights and privileges with respect to drinking water projects in the event of default by local entities in the terms and covenants of this Loan Agreement, and the Local Entity hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Entity 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 Loan Agreement.

6.2 The Local Entity hereby warrants and represents that all information provided to the Authority and BPH 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 BPH 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 BPH by the Local Entity in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Entity 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 DWTRF Regulations or this Loan Agreement.

6.3 The Local Entity hereby agrees to repay on or prior to the Date of Loan 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 Loan.

6.4 The Local Entity 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 Entity fails to make any such rebates as required, then the Local Entity 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 BPH may at any time, in their sole discretion, cause the rebate calculations prepared by or on behalf of the Local Entity to be monitored or cause the rebate calculations for the Local Entity to be prepared, in either case at the expense of the Local Entity.

6.6 The Local Entity hereby agrees to give the Authority and BPH 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 Entity hereby agrees to file with the Authority and BPH 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 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 Local Entity supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

7.2 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.

7.3 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.

7.4 No waiver by any 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.

7.5 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.

7.6 By execution and delivery of this Loan Agreement, notwithstanding the date hereof, the Local Entity 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 Loan Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Entity from either the Authority or BPH;

(ii) the end of ninety (90) days after the date of execution hereof by the Authority if the Local Entity has failed to deliver the Local Bonds to the Authority;

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

(iv) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Local Entity to the Authority or BPH.

In the event funds are not available to make all of the Loan, the responsibility of the Authority and BPH to make all the Loan is terminated; provided further that the obligation of the Local Entity to repay the outstanding amount of the Loan made by the Authority and BPH is not terminated due to such non-funding on any balance of the Loan. The BPH agrees to use its best efforts to have the amount contemplated under this Loan Agreement included in its budget. Non-funding of the Loan shall not be considered an event of default under this Loan Agreement.

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.

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

(SEAL)

By: George A. Stubbs
Its: Chairman

Attest:

Date: 4/19/00

Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By:
Its: Director

Attest:

Date: April 17, 2000

Barbara B Meadows
Secretary-Treasurer

000832/00520
4/7/00

EXHIBIT A

[Form of Monthly Financial Report]
[Name of Local Entity]
[Name of Bond Issue]
Fiscal Year - _____
Report Month: _____

ITEM	CURRENT MONTH	TOTAL YEAR TO DATE	BUDGET YEAR TO DATE	BUDGET YEAR MINUS YEAR TO DATE
1. Gross Revenues Collected				
2. Operating Expenses				
3. Other Bond Debt Payments (including Reserve Account Deposits)				
4. DWTRF Bond Payments (include Reserve Account Deposits)				
5. Renewal and Replacement Fund Deposit				

Witnesseth my signature this ____ day of _____, _____.

_____
[Name of Local Entity]

By: _____
Authorized Officer

Instructions for Completing Monthly Financial Report

1. You will need a copy of the current fiscal year budget adopted by the Local Entity 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 (1200/12). This is the incremental amount for the Budget Year to Date column.

2. In Item 2, provide the amount of actual operating expenses for the current month and the total amount year to date in the respective columns. The SRF 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.

3. In Item 3, provide the principal, interest and reserve account payments for all the outstanding bonds of the Local Entity other than this Loan.

4. In Item 4, provide the principal, interest and reserve account payments for this Loan. You need to call the Municipal Bond Commission for the exact amount of these payments and when they begin.

5. In Item 5, 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 Items 3 and 4. If gross revenues are $12,000, the Renewal and Replacement Fund should have an amount of $300 (2.5% of $12,000). LESS the amount of all reserve account payments in Items 3 & 4. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Entity.

6. The Local Entity must complete the Monthly Financial Report and forward it to the BPH by the 10th day of each month, commencing on the date contracts are executed for the construction of the Project and for 2 years following the completion of the Project. BPH will notify the Local Entity when the Monthly Financial Report no longer needs to be filed.

EXHIBIT B

PAYMENT REQUISITION FORM

EXHIBIT C

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 Loan Agreement by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), 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 BPH and any change orders approved by the Issuer, BPH 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

[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".

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 BPH 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 approved by BPH; 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 _____, _____.

[SEAL]

_____

By: _____

_____

West Virginia License No. _____

[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 D

Special Conditions

The Local Entity agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, groundbreaking 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.

EXHIBIT E

[Monthly Payment Form]

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311-1511

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

Interest $_____

Principal $_____

Total: $_____

Reserve Account: $_____

Witness my signature this ___ day of _____.

_____
[Name of Local Entity]

By: _____
Authorized Officer

Enclosure: wire transfer form

EXHIBIT F

[Opinion of Bond Counsel for Local Entity]

[To Be Dated as of Date of Loan Closing]

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311-1511

West Virginia Bureau for Public Health
815 Quarrier Street, Suite 418
Charleston, WV 25301-2616

Ladies and Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to the authorization of a (i) loan agreement dated _____, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Local Entity and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), and (ii) the issue of a series of revenue bonds of the Local Entity, 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 principal and interest 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 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 Local Entity on _____, as supplemented by the supplemental resolution duly adopted by the Local Entity 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 Local Entity and is a valid and binding special obligation of the Local Entity enforceable in accordance with the terms thereof.

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

3. The Local Entity 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 Entity and constitute valid and binding obligations of the Local Entity enforceable against the Local Entity 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 Local Entity to the Authority and are valid and legally enforceable and binding special obligations of the Local Entity, payable from the gross or net revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the gross or net 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 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,

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds	$ 1,483,979
Purchase Price of Local Bonds	$ 1,483,979

The Local Bonds shall bear no interest. Commencing December 1, 2001 principal of the Local Bonds is payable quarterly, with an administrative fee of 1%. 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 Entity 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 Entity 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 Entity 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 and interest, if any, and the Local Bonds shall grant the Authority a first lien on the gross or net revenues of the Local Entity's system as provided in the Local Act.

The Local Entity may prepay the Local Bonds in full at any time at the price of par upon 30 days' written notice to the Authority and BPH. The Local Entity shall request approval from the Authority and BPH in writing of any proposed debt which will be issued by the Local Entity 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 Entity:

Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated the date hereof, issued concurrently in the original principal amount of $3,305,290.

Grandview-Doolin Public Service District (West Virginia)

DWTRF Loan of $1,483,979
30 Years, 0% Interest Rate, 1% Administrative Fee
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2000	-	-	-
9/01/2000	-	-	-
12/01/2000	-	-	-
3/01/2001	-	-	-
6/01/2001	-	-	-
9/01/2001	-	-	-
12/01/2001	12,367.00	-	12,367.00
3/01/2002	12,367.00	-	12,367.00
6/01/2002	12,367.00	-	12,367.00
9/01/2002	12,367.00	-	12,367.00
12/01/2002	12,367.00	-	12,367.00
3/01/2003	12,367.00	-	12,367.00
6/01/2003	12,367.00	-	12,367.00
9/01/2003	12,367.00	-	12,367.00
12/01/2003	12,367.00	-	12,367.00
3/01/2004	12,367.00	-	12,367.00
6/01/2004	12,367.00	-	12,367.00
9/01/2004	12,367.00	-	12,367.00
12/01/2004	12,367.00	-	12,367.00
3/01/2005	12,367.00	-	12,367.00
6/01/2005	12,367.00	-	12,367.00
9/01/2005	12,367.00	-	12,367.00
12/01/2005	12,367.00	-	12,367.00
3/01/2006	12,367.00	-	12,367.00
6/01/2006	12,367.00	-	12,367.00
9/01/2006	12,367.00	-	12,367.00
12/01/2006	12,367.00	-	12,367.00
3/01/2007	12,367.00	-	12,367.00
6/01/2007	12,367.00	-	12,367.00
9/01/2007	12,367.00	-	12,367.00
12/01/2007	12,367.00	-	12,367.00
3/01/2008	12,367.00	-	12,367.00
6/01/2008	12,367.00	-	12,367.00
9/01/2008	12,367.00	-	12,367.00
12/01/2008	12,367.00	-	12,367.00
3/01/2009	12,367.00	-	12,367.00
6/01/2009	12,367.00	-	12,367.00
9/01/2009	12,367.00	-	12,367.00
12/01/2009	12,367.00	-	12,367.00
3/01/2010	12,367.00	-	12,367.00
6/01/2010	12,367.00	-	12,367.00
9/01/2010	12,367.00	-	12,367.00
12/01/2010	12,367.00	-	12,367.00
3/01/2011	12,367.00	-	12,367.00
6/01/2011	12,367.00	-	12,367.00
9/01/2011	12,367.00	-	12,367.00

Grandview-Doolin Public Service District (West Virginia)

DWTRF Loan of $1,483,979
30 Years, 0% Interest Rate, 1% Administrative Fee
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2011	12,367.00	-	12,367.00
3/01/2012	12,367.00	-	12,367.00
6/01/2012	12,367.00	-	12,367.00
9/01/2012	12,367.00	-	12,367.00
12/01/2012	12,367.00	-	12,367.00
3/01/2013	12,367.00	-	12,367.00
6/01/2013	12,367.00	-	12,367.00
9/01/2013	12,367.00	-	12,367.00
12/01/2013	12,367.00	-	12,367.00
3/01/2014	12,367.00	-	12,367.00
6/01/2014	12,367.00	-	12,367.00
9/01/2014	12,367.00	-	12,367.00
12/01/2014	12,367.00	-	12,367.00
3/01/2015	12,367.00	-	12,367.00
6/01/2015	12,367.00	-	12,367.00
9/01/2015	12,367.00	-	12,367.00
12/01/2015	12,367.00	-	12,367.00
3/01/2016	12,367.00	-	12,367.00
6/01/2016	12,367.00	-	12,367.00
9/01/2016	12,366.00	-	12,366.00
12/01/2016	12,366.00	-	12,366.00
3/01/2017	12,366.00	-	12,366.00
6/01/2017	12,366.00	-	12,366.00
9/01/2017	12,366.00	-	12,366.00
12/01/2017	12,366.00	-	12,366.00
3/01/2018	12,366.00	-	12,366.00
6/01/2018	12,366.00	-	12,366.00
9/01/2018	12,366.00	-	12,366.00
12/01/2018	12,366.00	-	12,366.00
3/01/2019	12,366.00	-	12,366.00
6/01/2019	12,366.00	-	12,366.00
9/01/2019	12,366.00	-	12,366.00
12/01/2019	12,366.00	-	12,366.00
3/01/2020	12,366.00	-	12,366.00
6/01/2020	12,366.00	-	12,366.00
9/01/2020	12,366.00	-	12,366.00
12/01/2020	12,366.00	-	12,366.00
3/01/2021	12,366.00	-	12,366.00
6/01/2021	12,366.00	-	12,366.00
9/01/2021	12,366.00	-	12,366.00
12/01/2021	12,366.00	-	12,366.00
3/01/2022	12,366.00	-	12,366.00
6/01/2022	12,366.00	-	12,366.00
9/01/2022	12,366.00	-	12,366.00
12/01/2022	12,366.00	-	12,366.00
3/01/2023	12,366.00	-	12,366.00

Grandview-Doolin Public Service District (West Virginia)

DWTRF Loan of $1,483,979
30 Years, 0% Interest Rate, 1% Administrative Fee
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2023	12,366.00	-	12,366.00
9/01/2023	12,366.00	-	12,366.00
12/01/2023	12,366.00	-	12,366.00
3/01/2024	12,366.00	-	12,366.00
6/01/2024	12,366.00	-	12,366.00
9/01/2024	12,366.00	-	12,366.00
12/01/2024	12,366.00	-	12,366.00
3/01/2025	12,366.00	-	12,366.00
6/01/2025	12,366.00	-	12,366.00
9/01/2025	12,366.00	-	12,366.00
12/01/2025	12,366.00	-	12,366.00
3/01/2026	12,366.00	-	12,366.00
6/01/2026	12,366.00	-	12,366.00
9/01/2026	12,366.00	-	12,366.00
12/01/2026	12,366.00	-	12,366.00
3/01/2027	12,366.00	-	12,366.00
6/01/2027	12,366.00	-	12,366.00
9/01/2027	12,366.00	-	12,366.00
12/01/2027	12,366.00	-	12,366.00
3/01/2028	12,366.00	-	12,366.00
6/01/2028	12,366.00	-	12,366.00
9/01/2028	12,366.00	-	12,366.00
12/01/2028	12,366.00	-	12,366.00
3/01/2029	12,366.00	-	12,366.00
6/01/2029	12,366.00	-	12,366.00
9/01/2029	12,366.00	-	12,366.00
12/01/2029	12,366.00	-	12,366.00
3/01/2030	12,366.00	-	12,366.00
6/01/2030	12,366.00	-	12,366.00
9/01/2030	12,366.00	-	12,366.00
12/01/2030	12,366.00	-	12,366.00
3/01/2031	12,366.00	-	12,366.00
6/01/2031	12,366.00	-	12,366.00
9/01/2031	12,366.00	-	12,366.00
Total	1,483,979.00	-	1,483,979.00*

*Plus one-percent administrative fee of $1,870.40 paid quarterly. The total fee paid over the life of the loan is $224,448.

IC-1
(4/6/00)

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").

GRANDVIEW-DOOLIN 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 Division 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, at 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 construction of the Project and for two years following the completion 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.

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, 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; and

(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.

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 State's general obligation 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 Section 4.2 hereof, 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 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 shall have the right to cancel all or any of its obligations under this Loan Agreement if (a) any representation made to the Authority 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 Division 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 if the Governmental Agency has failed to deliver the Local Bonds to the Authority;

(ii) termination by the Authority 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.

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

(SEAL)

By: George A. Stickler
Its: Chairman

Attest:

Date: 4/19/00

Mary Jo Nice
Its: Secretary

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By: Daniel B. Lyonbarger
Its: Director

Date: April 17, 2000

Attest:

Barbara B Meadows
Secretary-Treasurer

00832/00466
4/7 00

M0310341.1

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. _____

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[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
980 One Valley Square
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 and 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

[Form of Monthly Financial Report]
[Name of Governmental Agency]
[Name of Bond Issue]
Fiscal Year - __
Report Month: _____

ITEM	CURRENT MONTH	TOTAL YEAR TO DATE	BUDGET YEAR TO DATE	BUDGET YEAR MINUS YEAR TO DATE
1. Gross Revenues Collected				
2. Operating Expenses				
3. Other Bond Debt Payments (including Reserve Account Deposits)				
4. Bond Payments (include Reserve Account Deposits)				
5. Renewal and Replacement Fund Deposit				

Witnesseth my signature this ___ day of _____. _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Instructions for Completing Monthly Financial Report

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 (1200/12). This is the incremental amount for the Budget Year to Date column.

2. In Item 2, provide the amount of actual operating expenses for the current month and the total amount year to date in the respective columns. The SRF 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.

3. In Item 3, provide the principal, interest and reserve account payments for all the outstanding bonds of the Governmental Agency other than this Loan.

4. In Item 4, provide the principal, interest and reserve account payments for this Loan. You need to call the Municipal Bond Commission for the exact amount of these payments and when they begin.

5. In Item 5, 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 Items 3 and 4. If gross revenues are $12,000, the Renewal and Replacement Fund should have an amount of $300 (2.5% of $12,000), LESS the amount of all reserve account payments in Items 3 & 4. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Governmental Agency.

6. The Governmental Agency must complete the Monthly Financial Report and forward it to the Council by the 10th day of each month, commencing on the date contracts are executed for the construction of the Project and for 2 years following the completion of the Project. The Council will notify the Governmental Agency when the Monthly Financial Report no longer needs to be filed.

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	$ 3,305,290
Purchase Price of Local Bonds	$ 3,305,290

The Local Bonds shall bear no interest. Commencing December 1, 2001, 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:

Water Revenue Bonds, Series 2000 A (West Virginia Drinking Water Treatment Revolving Fund), dated the date hereof, issued concurrently in the original principal amount of $1,483,979.

Grandview-Doolin Public Service District (West Virginia)

Loan of $3,305,290
40 Years, 0% Interest Rate
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2000	-	-	-
9/01/2000	-	-	-
12/01/2000	-	-	-
3/01/2001	-	-	-
6/01/2001	-	-	-
9/01/2001	-	-	-
12/01/2001	21,463.00	-	21,463.00
3/01/2002	21,463.00	-	21,463.00
6/01/2002	21,463.00	-	21,463.00
9/01/2002	21,463.00	-	21,463.00
12/01/2002	21,463.00	-	21,463.00
3/01/2003	21,463.00	-	21,463.00
6/01/2003	21,463.00	-	21,463.00
9/01/2003	21,463.00	-	21,463.00
12/01/2003	21,463.00	-	21,463.00
3/01/2004	21,463.00	-	21,463.00
6/01/2004	21,463.00	-	21,463.00
9/01/2004	21,463.00	-	21,463.00
12/01/2004	21,463.00	-	21,463.00
3/01/2005	21,463.00	-	21,463.00
6/01/2005	21,463.00	-	21,463.00
9/01/2005	21,463.00	-	21,463.00
12/01/2005	21,463.00	-	21,463.00
3/01/2006	21,463.00	-	21,463.00
6/01/2006	21,463.00	-	21,463.00
9/01/2006	21,463.00	-	21,463.00
12/01/2006	21,463.00	-	21,463.00
3/01/2007	21,463.00	-	21,463.00
6/01/2007	21,463.00	-	21,463.00
9/01/2007	21,463.00	-	21,463.00
12/01/2007	21,463.00	-	21,463.00
3/01/2008	21,463.00	-	21,463.00
6/01/2008	21,463.00	-	21,463.00
9/01/2008	21,463.00	-	21,463.00
12/01/2008	21,463.00	-	21,463.00
3/01/2009	21,463.00	-	21,463.00
6/01/2009	21,463.00	-	21,463.00
9/01/2009	21,463.00	-	21,463.00
12/01/2009	21,463.00	-	21,463.00
3/01/2010	21,463.00	-	21,463.00
6/01/2010	21,463.00	-	21,463.00
9/01/2010	21,463.00	-	21,463.00
12/01/2010	21,463.00	-	21,463.00
3/01/2011	21,463.00	-	21,463.00
6/01/2011	21,463.00	-	21,463.00
9/01/2011	21,463.00	-	21,463.00

Grandview-Doolin Public Service District (West Virginia)

Loan of $3,305,290
40 Years, 0% Interest Rate
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2011	21,463.00	-	21,463.00
3/01/2012	21,463.00	-	21,463.00
6/01/2012	21,463.00	-	21,463.00
9/01/2012	21,463.00	-	21,463.00
12/01/2012	21,463.00	-	21,463.00
3/01/2013	21,463.00	-	21,463.00
6/01/2013	21,463.00	-	21,463.00
9/01/2013	21,463.00	-	21,463.00
12/01/2013	21,463.00	-	21,463.00
3/01/2014	21,463.00	-	21,463.00
6/01/2014	21,463.00	-	21,463.00
9/01/2014	21,463.00	-	21,463.00
12/01/2014	21,463.00	-	21,463.00
3/01/2015	21,463.00	-	21,463.00
6/01/2015	21,463.00	-	21,463.00
9/01/2015	21,463.00	-	21,463.00
12/01/2015	21,463.00	-	21,463.00
3/01/2016	21,463.00	-	21,463.00
6/01/2016	21,463.00	-	21,463.00
9/01/2016	21,463.00	-	21,463.00
12/01/2016	21,463.00	-	21,463.00
3/01/2017	21,463.00	-	21,463.00
6/01/2017	21,463.00	-	21,463.00
9/01/2017	21,463.00	-	21,463.00
12/01/2017	21,463.00	-	21,463.00
3/01/2018	21,463.00	-	21,463.00
6/01/2018	21,463.00	-	21,463.00
9/01/2018	21,463.00	-	21,463.00
12/01/2018	21,463.00	-	21,463.00
3/01/2019	21,463.00	-	21,463.00
6/01/2019	21,463.00	-	21,463.00
9/01/2019	21,463.00	-	21,463.00
12/01/2019	21,463.00	-	21,463.00
3/01/2020	21,463.00	-	21,463.00
6/01/2020	21,463.00	-	21,463.00
9/01/2020	21,463.00	-	21,463.00
12/01/2020	21,463.00	-	21,463.00
3/01/2021	21,463.00	-	21,463.00
6/01/2021	21,463.00	-	21,463.00
9/01/2021	21,463.00	-	21,463.00
12/01/2021	21,463.00	-	21,463.00
3/01/2022	21,463.00	-	21,463.00
6/01/2022	21,463.00	-	21,463.00
9/01/2022	21,463.00	-	21,463.00
12/01/2022	21,463.00	-	21,463.00
3/01/2023	21,463.00	-	21,463.00

Grandview-Doolin Public Service District (West Virginia)

Loan of $3,305,290
40 Years, 0% Interest Rate
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2023	21,463.00	-	21,463.00
9/01/2023	21,463.00	-	21,463.00
12/01/2023	21,463.00	-	21,463.00
3/01/2024	21,463.00	-	21,463.00
6/01/2024	21,463.00	-	21,463.00
9/01/2024	21,463.00	-	21,463.00
12/01/2024	21,463.00	-	21,463.00
3/01/2025	21,463.00	-	21,463.00
6/01/2025	21,463.00	-	21,463.00
9/01/2025	21,463.00	-	21,463.00
12/01/2025	21,463.00	-	21,463.00
3/01/2026	21,463.00	-	21,463.00
6/01/2026	21,463.00	-	21,463.00
9/01/2026	21,463.00	-	21,463.00
12/01/2026	21,463.00	-	21,463.00
3/01/2027	21,463.00	-	21,463.00
6/01/2027	21,463.00	-	21,463.00
9/01/2027	21,463.00	-	21,463.00
12/01/2027	21,463.00	-	21,463.00
3/01/2028	21,463.00	-	21,463.00
6/01/2028	21,463.00	-	21,463.00
9/01/2028	21,463.00	-	21,463.00
12/01/2028	21,463.00	-	21,463.00
3/01/2029	21,463.00	-	21,463.00
6/01/2029	21,463.00	-	21,463.00
9/01/2029	21,463.00	-	21,463.00
12/01/2029	21,463.00	-	21,463.00
3/01/2030	21,463.00	-	21,463.00
6/01/2030	21,463.00	-	21,463.00
9/01/2030	21,463.00	-	21,463.00
12/01/2030	21,463.00	-	21,463.00
3/01/2031	21,463.00	-	21,463.00
6/01/2031	21,463.00	-	21,463.00
9/01/2031	21,463.00	-	21,463.00
12/01/2031	21,463.00	-	21,463.00
3/01/2032	21,463.00	-	21,463.00
6/01/2032	21,463.00	-	21,463.00
9/01/2032	21,463.00	-	21,463.00
12/01/2032	21,463.00	-	21,463.00
3/01/2033	21,463.00	-	21,463.00
6/01/2033	21,463.00	-	21,463.00
9/01/2033	21,463.00	-	21,463.00
12/01/2033	21,463.00	-	21,463.00
3/01/2034	21,463.00	-	21,463.00
6/01/2034	21,463.00	-	21,463.00
9/01/2034	21,463.00	-	21,463.00

Grandview-Doolin Public Service District (West Virginia)

Loan of $3,305,290
40 Years, 0% Interest Rate
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2034	21,463.00	-	21,463.00
3/01/2035	21,463.00	-	21,463.00
6/01/2035	21,463.00	-	21,463.00
9/01/2035	21,463.00	-	21,463.00
12/01/2035	21,463.00	-	21,463.00
3/01/2036	21,463.00	-	21,463.00
6/01/2036	21,463.00	-	21,463.00
9/01/2036	21,463.00	-	21,463.00
12/01/2036	21,463.00	-	21,463.00
3/01/2037	21,463.00	-	21,463.00
6/01/2037	21,462.00	-	21,462.00
9/01/2037	21,462.00	-	21,462.00
12/01/2037	21,462.00	-	21,462.00
3/01/2038	21,462.00	-	21,462.00
6/01/2038	21,462.00	-	21,462.00
9/01/2038	21,462.00	-	21,462.00
12/01/2038	21,462.00	-	21,462.00
3/01/2039	21,462.00	-	21,462.00
6/01/2039	21,462.00	-	21,462.00
9/01/2039	21,462.00	-	21,462.00
12/01/2039	21,462.00	-	21,462.00
3/01/2040	21,462.00	-	21,462.00
Total	3,305,290.00	-	3,305,290.00

YIELD STATISTICS

Bond Year Dollars	$68,437.65
Average Life	20.705 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	9.12E-11
Bond Yield for Arbitrage Purposes	9.12E-11
All Inclusive Cost (AIC)	9.12E-11

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	20.705 Years

SCHEDULE Z

None.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 27th day of March, 2000.

CASE NO. 99-0383-PWD-CN (Reopened)

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Petition to reopen for approval of additional funding and to complete Phase II of the project.

COMMISSION ORDER

On February 25, 2000, the Grandview-Doolin Public Service District (GDPSD) filed a petition to reopen this proceeding in order to obtain Commission approval to receive additional funding from the West Virginia Infrastructure and Jobs Development Council (WVIJDC) in the form of a $680,290 loan at 0% interest and a $392,320 grant, to complete Phase I and II of the GDPSD's project to extend water service in the Burch Ridge area, previously certificated by the Commission by final order dated October 12, 1999. Attached to the GDPSD's petition was a copy of a revised binding letter of commitment from the WVIJDC for these funds.

On February 29, 2000, the GDPSD filed a letter requesting Commission approval of a supplement to the GDPSD's contract for engineering services with Ghosh Engineering, Inc. The GDPSD requested that the contract supplement be submitted in support of the GDPSD's petition for approval of additional funding in Case No. 99-0383-PWD-CN. However, the Commission's Executive Secretary caused a copy of the GDPSD's February 29, 2000, letter to be filed in both this proceeding and in Case No. 97-0659-PWD-PC.[1] The supplement provides for Ghosh Engineering, Inc. to provide additional engineering services related to Phase II of the GDPSD's project to extend water service in the Burch Ridge area, previously certificated by the Commission by final order dated October 12, 1999.

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[1]The GDPSD's contract with Ghosh Engineering, Inc. had been previously approved by further final order, entered November 4, 1997, in Case No. 97-0659-PWD-PC.

On March 9, 2000, Commission Staff (Staff) filed an Initial and Final Joint Staff Memorandum in Case No. 99-0383-PWD-CN recommending that the Commission should reopen this proceeding and approve the supplement to the engineering contract.[2] In addition, Staff recommended that the Commission should approve the additional funding from the WVIJDC noting that the GDPSD had submitted a revised binding letter of commitment from the WVIJDC for these funds. Staff noted that there would be no impact on the GDPSD's previously-approved rates. Therefore, Staff recommended that the Commission also approve the additional funding for Phase II of the certificated project.

UPON CONSIDERATION WHEREOF, the Commission concludes that it is reasonable to reopen both this proceeding and Case No. 97-0659-PWD-PC, in order to: (1) approve the supplement to the GDPSD's engineering contract with Ghosh Engineering, Inc., and (2) approve the GDPSD's receipt of additional funding from the WVIJDC in the form of a $680,290 loan at 0% interest and a $392,320 grant. The Commission's Executive Secretary will be directed to file a copy of this Order in Case No. 97-0659-PWD-PC as well. Both proceedings will then be closed.

IT IS, THEREFORE, ORDERED, that Case Nos. 99-0383-PWD-CN and 97-0659-PWD-PC are reopened.

IT IS FURTHER ORDERED that the Grandview-Doolin Public Service District's request for approval of a supplement to its contract for engineering services with Ghosh Engineering, Inc., previously approved by further final order, entered November 4, 1997, in Case No. 97-0659-PWD-PC, is approved.

IT IS FURTHER ORDERED that the GDPSD's receipt of additional funding from the WVIJDC in the form of a $680,290 loan at 0% interest and a $392,320 grant is approved.

IT IS FURTHER ORDERED that the Commission's Executive Secretary file a copy of this Order in Case No. 97-0659-PWD-PC.

IT IS FURTHER ORDERED that, upon entry hereof, both Case Nos. 99-0383-PWD-CN and 97-0659-PWD-PC shall be closed and removed from the Commission's active docket of cases.

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

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[2]While the Commission's Technical Staff addressed only the additional funding in its internal memorandum, the Commission's Legal Staff addressed both the additional funding and the supplement to the GDPSD's engineering contract, without mentioning Case No. 97-0659-PWD-PC.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 27th day of March, 2000.

CASE NO. 99-0383-PWD-CN (Reopened)

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Petition to reopen for approval of additional funding and to complete Phase II of the project.

COMMISSION ORDER

On February 25, 2000, the Grandview-Doolin Public Service District (GDPSD) filed a petition to reopen this proceeding in order to obtain Commission approval to receive additional funding from the West Virginia Infrastructure and Jobs Development Council (WVIJDC) in the form of a $680,290 loan at 0% interest and a $392,320 grant, to complete Phase I and II of the GDPSD's project to extend water service in the Burch Ridge area, previously certificated by the Commission by final order dated October 12, 1999. Attached to the GDPSD's petition was a copy of a revised binding letter of commitment from the WVIJDC for these funds.

On February 29, 2000, the GDPSD filed a letter requesting Commission approval of a supplement to the GDPSD's contract for engineering services with Ghosh Engineering, Inc. The GDPSD requested that the contract supplement be submitted in support of the GDPSD's petition for approval of additional funding in Case No. 99-0383-PWD-CN. However, the Commission's Executive Secretary caused a copy of the GDPSD's February 29, 2000, letter to be filed in both this proceeding and in Case No. 97-0659-PWD-PC.[1] The supplement provides for Ghosh Engineering, Inc. to provide additional engineering services related to Phase II of the GDPSD's project to extend water service in the Burch Ridge area, previously certificated by the Commission by final order dated October 12, 1999.

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[1]The GDPSD's contract with Ghosh Engineering, Inc. had been previously approved by further final order, entered November 4, 1997, in Case No. 97-0659-PWD-PC.

Commission Staff by hand delivery.

A True Copy, Teste:

Sandra Squire

Sandra Squire
Executive Secretary

ARC

PWP/jaf/pja
990383ca.wpd

990383alj092299.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
10-12-99

Entered: September 22, 1999

CASE NO. 99-0383-PWD-CN

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT, a public utility.

Application for a certificate of convenience and necessity to refurbish the water treatment plant; to replace the existing Proctor Water Booster Station; to replace 15,000 feet of existing water line; to add water storage tanks at Goddard and Route 7; and to install 80,000 linear feet of eight (8) inch, six (6) inch and four (4) inch water lines in the Counties of Marshall and Wetzel.

RECOMMENDED DECISION

On April 30, 1999, Grandview-Doolin Public Service District (District), a public utility, filed an application for a certificate of convenience and necessity to refurbish the water treatment plant; to replace the existing Proctor Water Booster Station; to replace 15,000 feet of existing water line; to add water storage tanks at Goddard and Route 7; and to install 80,000 linear feet of eight (8) inch, six (6) inch and four (4) inch water lines in Marshall and Wetzel Counties. The District estimates that the cost of construction of the project will be $4,108,979.

Grandview-Doolin Public Service District proposed to finance the construction of the project with a West Virginia Infrastructure and Job Development loan in an amount not to exceed $2,265,000, at an interest rate not to exceed 0% for a term not to exceed forty (40) years, and a loan of $1,483,979 from the Drinking Water

Treatment Revolving Fund, at an interest rate not to exceed 1% for a term not to exceed a period of thirty (30) years.

By Notice of Filing Order entered on April 30, 1999, the District was directed to give notice of its application by publishing a copy of the Notice of Filing, once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in the Counties of Marshall and Wetzel. The Notice of Filing provided that, if no public protest were timely filed in response to the published notice, the Commission is authorized to render a decision without a hearing, by virtue of West Virginia Code §24-2-11.

On May 10, 1999, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before November 8, 1999.

On May 21, 1999, affidavits of publication were received from The Wetzel Chronicle showing that publication was made on May 12, 1999, and from The Moundsville Daily Echo showing that publication was made on May 7, 1999.

On July 2, 1999, Staff Attorney Cassius Toon filed an Internal Memorandum requesting that the Executive Secretary's Office issue a new Notice of Filing reflecting Staff's recalculated rates and charges.

By Order entered on July 7, 1999, Grandview-Doolin was directed to publish a Further Notice of Filing setting forth the Staff's recalculated rates and charges.

On July 21, 1999, affidavits of publication were filed showing that the latest publication was made on July 14, 1999, in The Wetzel Chronicle, a newspaper of general circulation in Wetzel County. Anyone objecting to the proposed rates and charges was given thirty (30) days to file a protest with the Commission. The protest period expired on August 13, 1999. As of the date of this Order, no protests have been filed.

On August 27, 1999, Cassius H. Toon, Staff Attorney, filed a Final Joint Staff Memorandum in this proceeding. According to Staff, the District intends to refurbish the water treatment plant,

replace the Proctor Booster Station, replace 15,000 linear feet of existing water lines, construct two new storage tanks, and install approximately 80,000 linear feet of 8-inch, 6-inch and 4-inch water lines. The project will serve approximately 167 new customers and improve service to the District's existing 620 customers.

The project is estimated to cost approximately $4,108,979 as follows: construction $3,019,445; engineering $453,000; land and rights-of-way $16,000; legal and accounting $23,000; bond counsel $12,000; payoff 89 FmHA loan $293,000; prefunded debt reserves $122,901; and contingencies $169,633. The District proposes to finance the project through a West Virginia Infrastructure and Job Development Council (WVIJDC) loan of $2,625,000, and a Drinking Water Treatment Revolving Fund loan of $1,483,979. The WVIJDC loan will accrue at 0% for a 40-year period. The annual debt requirement will be approximately $65,625 and the 10% debt reserve is being prefunded. The DWTRF loan will accrue at 1% for thirty (30) years. The annual debt requirement will be approximately $57,276, and the 10% debt reserve is being prefunded. The total annual debt requirement will be approximately $122,901. The District is retiring its existing FmHA debt, which includes the annual debt requirement of $25,944 and 10% debt reserve of $2,594. The net annual debt requirement adjustment will be approximately $96,957. The respective WVIJDC loan and DWTRF funding commitments were submitted with the District's application.

Staff noted that the operation and maintenance (O&M) expenses, according to the District's Rule 42 Exhibit, are projected to increase approximately $13,725 per year. The Rule 42 Exhibit includes adjustments to purchased water, meter reading labor, and uncollectible accounts. These adjustments for the most part are reasonable; however, the adjustment for uncollectible accounts is excessive. The Commission normally allows half of 1%, or .005, so Staff has adjusted the amount accordingly. With this reduction, Staff's revised annual O&M increase will be approximately $11,000.26. In addition to these O&M adjustments, the District has adjusted depreciation expense and debt expenses related to the retirement of its 1989 FmHA loan. Thus, the total annual expenses associated with the project, including O&Ms, debt service and renewal and replacement reserve, will be approximately $107,907.

According to Staff, to fund these expenses, the District is proposing a 33% increase in its rates and charges. The District

originally proposed a flat $7.34 per 1,000 gallons; however, no class cost of service study was submitted to justify it. Therefore, the District now is proposing to maintain its current declining block tariff structure with increased rates. These proposed rates included a minimum bill of $22.77 based on 3,000 gallons used per month. Staff is also recommending this level of rates.

Staff noted that, to accurately project revenues based on the District's proposed rates, Staff has utilized the bill analysis developed in the District's pending rate case, Case No. 99-0226-PWD-19A. The District's proposed rates will generate annual operating revenues of $103,155 over the going-level rates established in the District's recent rate case. This level of projected operating revenues includes 2.37% for customer penalties (which is consistent with the percentage established in the District's rate case). In addition to the operating revenues increase, the District will realize an annual increase of approximately $4,912 in interest income from the prefunded debt reserves. The projected operating revenues and interest income will be sufficient to cover the additional expenses associated with the project. The surplus at pro forma will be approximately $5,749 and the debt coverage ratio will be 116.81%. This level of surplus is consistent with the amount established in the rate case and the debt coverage is sufficient to meet the WVIJDC and DWTRF requirements. Thus, the project is financially feasible. Staff is of the opinion that the District's revised proposed rates are adequate and will recommend that these rates be approved.

According to Staff, the District was issued a State of West Virginia Office of Environmental Health Service Permit (No. 13,881), on November 5, 1998. The District was permitted to install approximately 860 LF of 10-inch, 28,740 LF of 8-inch, 69,550 LF of 6-inch and 19,310 LF of 4-inch water main; install one 76,000 gallon water storage tank; install one 150,000 gallon water storage tank; replace the existing Proctor Water Booster Station with a new 150 GPM Duplex Water Booster Station; renovate and improve the piping, electrical, heating and ventilation systems at the existing water treatment plant; and install all necessary valves, controls and appurtenances.

Staff noted that the Grandview-Doolin Public Service District presently employs one certified Class II Public Water Supply

Operator, Ronald C. Brill, Jr. The operator holds State of West Virginia Department of Health and Human Resources Certificate No. 4705, issued on April 28, 1994.

According to Staff, the total cost of the project is $4,108,979. There are currently 620 customers and an additional 167 customers are proposed. The cost per customer is $5,221. According to Staff, this is a very feasible cost for the provision of water service. The customer density for the proposed project is 35 customers per mile. This is very acceptable for the provision of water service.

Staff noted that the overall annual O&M expenses are projected to increase by a net amount of $11,026. This is due primarily to an increase of $8,000 for fuel for power. According to Staff, this amount came from the chemical and pumping costs increasing proportionately with the increase in water production. The meter reading labor increased by $1,500 and the uncollectible accounts increased by $1,526. Finally, the O&M expense calculations have been reviewed by Technical Staff and appear to be reasonable for the scope of the project being performed.

Staff recommended that the Grandview-Doolin Public Service District's certificate application be approved as amended, which includes: 1) the long-term financing with the WVIJDC and the DWTRF; 2) the Staff-recommended rates and charges; and 3) the Staff-recommended level of operations, as shown on Staff's Cash Flow Analysis. If there is any change in the plans, scope, terms or financing of the project, the District must request a reopening of the certificate case for approval of such changes.

FINDINGS OF FACT

1. On April 30, 1999, Grandview-Doolin Public Service District filed an application with for a certificate of convenience and necessity. (See, Application filed April 30, 1999).

2. By Procedural Order entered on July 7, 1999, the Applicant was directed to publish a Further Notice of Filing. (See, Procedural Order entered July 7, 1999).

3. The Applicant published the Further Notice of Filing, as required. The thirty-day protest period expired on August 13, 1999, with no protests having been filed. (See, Affidavits of Publication filed July 21, 1999; case file generally).

4. According to Staff, the Division of Environmental Protection has indicated its approval by issuing Permit No. 13881. (See, Final Joint Staff Memorandum filed August 27, 1999, with attachments).

5. The total project cost is estimated to be $4,108,979, and the Applicant is proposing to finance the project through a West Virginia Infrastructure and Job Development Council loan of $2,625,000 and a Drinking Water Treatment Revolving Fund loan of $1,483,979. Letters of commitment for the financing have been filed. (See, Final Joint Staff Memorandum filed August 27, 1999, with attachments).

6. To fund the increased O&M expenses and debt service, the District is proposing a 33% increase in its rates and charges, which will support the increased expenses and debt service. (See, Final Joint Staff Memorandum filed August 27, 1999, with attachments).

7. Currently, different sections of the District run out of water and the 167 new customers project are in dire need of potable water service. (See, Application; Final Joint Staff Memorandum and attachments filed August 27, 1999).

8. Staff is of the opinion that the project is in the public interest and recommended that the application for a certificate of convenience and necessity, the proposed funding and the revised rates be approved. (See, Final Joint Staff Memorandum filed August 27, 1999, with attachments).

CONCLUSIONS OF LAW

1. The public convenience and necessity require the proposed project.

2. The proposed project will provide adequate service.

3. The proposed project is adequately financed and is economically feasible.

4. Good cause has been shown to waive formal hearing in this matter, pursuant to West Virginia Code §24-2-11, since no protests have been received to the project.

5. The issuance of a certificate of convenience and necessity shall be valid for the project.

6. Any changes in the scope of this project and/or funding of the granting of the certificate shall require further approval from the Public Service Commission.

ORDER

IT IS, THEREFORE, ORDERED that a certificate of convenience and necessity, be, and it hereby is, granted to the Grandview-Doolin Public Service District to upgrade its water treatment plant and distribution system, all as set forth in the application filed on April 30, 1999.

IT IS FURTHER ORDERED that the proposed funding for this project, consisting of a West Virginia Infrastructure and Job Development Council loan of $2,625,000, to accrue at 0% for a forty-year period, and a Drinking Water Treatment Revolving Fund of $1,483,979, to accrue at 1% for thirty years, be, and the same hereby is, approved.

IT IS FURTHER ORDERED that the rates and charges set forth in the Revised Notice of Filing, be, and they hereby are, approved to become effective for all customers served by this project for all service rendered on and after the date that this project is placed in service. A copy of the approved rates and charges is attached hereto as Appendix A.

IT IS FURTHER ORDERED that Grandview-Doolin Public Service District shall file a notice of the actual in-service date of the project, as well as an original and at least five (5) copies of a revised tariff setting forth the rates and charges approved herein,

within thirty (30) days from the date that the project becomes operational.

IT IS FURTHER ORDERED that, if there are any changes to the cost, scope, financing or design of the project, as certificated herein, Grandview-Doolin Public Service District shall petition the Commission for approval of such changes prior to commencing construction.

IT IS FURTHER ORDERED that formal hearing in this matter be waived, pursuant to West Virginia Code §24-2-11, for the reasons that no protests were received after publication and there remain no outstanding issues to be litigated.

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.

Miles C. Cary
Administrative Law Judge

MCC:jas
990383aa.wpd

CASE NO. 99-0383-PWD-CN

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

APPROVED RATES

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service.

RATE

First	3,000 gal. used per month	$7.59 per 1,000 gal.
Next	7,000 gal. used per month	6.84 per 1,000 gal.
Next	10,000 gal. used per month	5.70 per 1,000 gal.
Next	30,000 gal. used per month	4.28 per 1,000 gal.
All Over	50,000 gal. used per month	2.83 per 1,000 gal.

MINIMUM CHARGES

5/8 inch meter	$ 22.77 per month
3/8 inch meter	34.16 per month
1 inch meter	56.93 per month
1-1/2 inch meter	113.85 per month
2 inch meter	182.16 per month
3 inch meter	341.55 per month
4 inch meter	569.25 per month
6 inch meter	1,138.50 per month

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

CONNECTION CHARGE

There shall be a $200.00 charge for connection to the system.

RECONNECTION FEE

A fee of $20.00 will be charged for reconnecting to the system.

RETURNED CHECK CHARGE

The District may not collect any fee greater than that charged to it by a banking institution and under no circumstances shall the fee collected by the District exceed $15.00

LEAK ADJUSTMENT

An incremental charge of $0.97 per thousand gallons shall be charged for all water billed in excess of the customer's historic usage.

Public Service Commission
of West Virginia
Charleston

West Virginia Infrastructure & Jobs Development Council

Public Members:
James D. Williams, Chairman
St. Albans
James L. Harrison, Sr., Vice Chairman
Princeton
Dwight Calhoun
Petersburg
William J. Harman
Grafton

980 One Valley Square
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Katy Mallory, P.E.
Executive Secretary

February 7, 2000

George A. Stickler, Chairman
Grandview-Doolin Public Service District
Route 1, Box 59
New Martinsville, WV 26155

Re: Binding Commitment Letter
Water System Project 97W-302

Dear Mr. Stickler:

The West Virginia Infrastructure and Jobs Development Council (the "Council") has approved a revision to the Council's Binding Commitment letter of May 27, 1999 to the Grandview-Doolin Public Service District (the "District") for financing its water project. At its February 2, 2000 meeting, the Council voted to revise the binding commitment with an additional $680,290 Infrastructure Fund loan and Infrastructure Fund grant of $392,320 to complete Phase I and Phase II of this project. All other conditions of that May 27, 1999 binding commitment remain in effect. A revised Schedule A is enclosed.

If the District has any questions regarding this commitment, please contact Katy Mallory at (304) 558-4607.

Sincerely,

James D. Williams

JDW/km
Attachments
cc: Walt Ivey, BPH
Paul Ghosh
Vince Collins

NOTE: This letter is sent in triplicate. Please acknowledge receipt on two copies and immediately return two copies to this office.

_____
Grandview-Doolin Public Service District

By: _____

Its: _____

Date: _____

WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL

Grandview-Doolin Public Service District
Water System Project
97W-302
February 7, 2000

SCHEDULE A - Revised

A. Approximate Amount: $3,305,290 - Loan
$ 392,320 - Grant

B. Loan:

1.	Interest Rate:	0%
2.	Maturity Date:	40 years from the date of loan closing
3.	Loan Advancement Date(s)	Monthly, upon receipt of proper requisition, and after complete advancement of all other funding except for the Infrastructure Fund grant
4.	Debt Service Commencement Date:	The quarter following completion of construction, which date must be identified prior to loan closing.
5.	Special Conditions (if any)	None

C. Grant:

1.	Grant Advancement Date(s)	Monthly, upon receipt of proper requisition, and after complete advancement of other funding.
2.	Special Conditions (if any)	None

NOTICE: The terms set forth above are subject to change following the Governmental Agency's receipt of construction bids.

D. Other Funding Sources:

1. Drinking Water Treatment Revolving Fund: $1,483,979

E. Proposed User rates:

Average: $33.03 / 4500 gallons

West Virginia Infrastructure & Jobs Development Council

980 One Valley Square
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Susan J. Riggs, Esquire
Executive Secretary

Public Members:
James D. Williams, Chairman
St. Albans
James L. Harrison, Sr., Vice Chairman
Princeton
Lloyd P. Adams, P.E.
Wheeling
Sheirl L. Fletcher
Morgantown

May 27, 1999

Received
WV Infrastructure & Jobs Development Council

George A. Stickler, Chairman
Grandview-Doolin Public Service District
Route 1, Box 59
New Martinsville, WV 26155

Re: Binding Commitment Letter
Water System Upgrade and Extension Project (Phase I) 97W-302

Dear Mr. Stickler:

The West Virginia Infrastructure and Jobs Development Council (the "Council") provides this binding offer of an Infrastructure Fund loan of approximately $2,625,000 for the Grandview-Doolin Public Service District's (the "District") proposed project to make improvements to the existing water system and to also extend said system to serve approximately 160 new customers (the "Project"). The source of funds for the Loan will be a portion of the proceeds from an anticipated Infrastructure General Obligation Bond issue and this Loan commitment is contingent upon the availability of those proceeds in the Infrastructure Fund. The Loan will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference. The final Loan amount will be established after the District has received acceptable bids for the Project. The Council will set aside a portion of the next bond proceeds to be deposited in the Infrastructure Fund to make this Loan upon the District's compliance with the program requirements. The Loan agreement will be between the District and the West Virginia Water Development Authority (the "Authority"), who is the administrator of the Infrastructure Fund, acting on behalf of the Council.

This Loan commitment is also contingent upon the District meeting the following schedule:

a. Advertise for construction bids no later than October 4, 1999.
b. Close the Loan no later than February 18, 2000.

The Council reserves the right to withdraw this Loan commitment if any of the above schedule dates are not met. The Council may, when justifiable circumstances occur, offer to modify the schedule. Any decision to modify the schedule is at the sole discretion of the Council.

If the District becomes aware that it will not meet one or more of the above schedule dates, the District should immediately notify the Council of this fact and the circumstances which have caused or will cause the District to be unable to meet the schedule. In addition, please immediately notify the Council if any of the other dates on the attached schedule have not or will not be met.

The Authority will enter into a Loan agreement with the District following receipt of a final, nonappealable order from the Public Service Commission authorizing construction of the Project and approving the Project funding; evidence of binding commitments for other funding; evidence of all permits; evidence of acceptable bids; and any other documents requested by the Council.

No statements or representations made before or after the issuance of this contingent Loan commitment by any person, member of the Council, or agent or employee of the Authority shall be construed as approval to alter or amend this Loan commitment, as all such amendments or alterations shall only be made in writing after approval of the Council.

If the District has any questions regarding this Loan commitment, please contact Susan J. Riggs at the above-referenced telephone number.

Sincerely,

James D. Williams

JDW/tb
Attachments
cc: Katy Mallory, P.E.
Paul Ghosh, P.E.
Elmer Earl Bowser, Esquire
Vincent A. Collins, Esquire

NOTE: This letter is sent in triplicate. Please acknowledge receipt on two copies and immediately return one to the Authority at 180 Association Drive, Charleston, WV 25311-1571, and one to the Council at the above address..

Grandview-Doolin Public Service District

By: _____
Chairman

Date: 6/10/99

WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL

Grandview-Doolin Public Service District
Water System Improvement and Extension
Project
97W-302
May 27, 1999

SCHEDULE A

A. Approximate Amount: $2,625,000 - Loan

B. Loan:

1.	Maturity Date:	36 years from date of loan closing
2.	Interest Rate:	0%
3.	Loan Advancement Date(s):	Monthly, upon receipt of proper requisition, and after complete advancement of all other funding.
4.	Debt Service Commencement Date:	The first quarter following completion of construction, which date must be identified prior to closing.
5.	Special Conditions:	None.

NOTICE: The terms set forth above are subject to change following the Governmental Agency's receipt of construction bids.

C. Other Funding Sources:

2. Drinking Water Treatment Revolving Fund
Amount: $1,483,979

D. Proposed User Rates:

Average: $33.00/4500 gallons

SEP-02 99 16:38 FROM:WV INFRASTRUCTURE CO 304-558-4609 TO:3046248183 PAGE:09

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT
Water System Improvements and Extension Project (Phase I)
97W-302

	ACTION	RESPONSIBLE PARTY	START DATE	COMPLETION DATE
1	Prepare and Submit P&S to BPH	Ghosh Engineers, Inc.		Complete
2	Prepare and Submit Permit Applications	Ghosh Engineers, Inc.		June 1, 1999
3	Prepare Rule 42	Accountant		Complete
4 a	File Prefiling Application with PSC	Attorney		Complete
4 b	File Certificate Application with PSC	Attorney		Complete
5	P&S Review and Approval Process	BPH		Complete
6	Rights-of-Way, Easements, and Land Acquisition	Attorney	February 1, 1999	September 24, 1999
7	Authority to Advertise	DWTRF/IJDC		October 1, 1999
8	Advertise for Bids	Ghosh Engineers,Inc.		October 4, 1999
9	Review and Approve PSC Certificate	PSC		December 31, 1999
10	Bid Opening	Ghosh Engineers, Inc.		November 18, 1999
11	Loan Closing	Bond Counsel		February 18, 2000
12	Construction Period	Contractor	March 1, 2000	December 31, 2000

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On the 2nd day of May, 2000, 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 Grandview-Doolin Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 2nd day of May, 2000, the Authority received the Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), of the Issuer, in the principal amount of $1,483,979, numbered AR-1 (the "Series 2000 A Bonds"), and the Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, in the principal amount of $3,305,290, numbered BR-1 (the "Series 2000 B Bonds"), both issued as a single, fully registered Bond, and both dated May 2, 2000.

2. At the time of such receipt, all the Series 2000 A Bonds and the Series 2000 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 2000 A Bonds, of $135,320, being a portion of the principal amount of the Series 2000 A Bonds. The balance of the principal amount of the Series 2000 A Bonds will be advanced by the Authority and the West Virginia Bureau for Public Health 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 2000 B Bonds, of $636,802, being a portion of the principal amount of the Series 2000 B Bonds. The balance of the principal amount of the Series 2000 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

Authorized Representative

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Chairman

04/27/00
347980/98001

CH562442.2

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

One Valley Bank, National Association,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith on this 2nd day of May, 2000:

(1) Bond No. AR-1, constituting the entire original issue of Grandview-Doolin Public Service District Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), in the principal amount of $1,483,979 (the "Series 2000 A Bonds"), and Bond No. BR-1, constituting the entire original issue of Grandview-Doolin Public Service District Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), in the principal amount of $3,305,290 (the "Series 2000 B Bonds"), both dated May 2, 2000 (collectively, the "Bonds"), executed by the Chairman and Secretary of Grandview-Doolin 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 April 27, 2000, and a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 loan agreement for the Series 2000 A Bonds, dated April 17, 2000, by and between the Issuer and the West Virginia Water Development Authority on

behalf of the West Virginia Bureau for Public Health and a loan agreement for the Series 2000 B Bonds, dated April 17, 2000, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (collectively, the "Loan Agreement"); and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Bonds.

You are hereby requested and authorized to deliver the Series 2000 A Bonds to the Authority upon payment to the Issuer of the sum of $$135,320, representing a portion of the principal amount of the Series 2000 A Bonds. You are also hereby requested and authorized to deliver the Series 2000 B Bonds to the Authority upon payment to the Issuer of the sum of $636,802, representing a portion of the principal amount of the Series 2000 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.

Dated as of the day and year first written above.

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Chairman

04/27/00
347980/98001

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS, SERIES 2000 A
(WEST VIRGINIA DWTRF PROGRAM)

No. AR-1 $1,483,979

KNOW ALL MEN BY THESE PRESENTS: That GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Wetzel and Marshall Counties 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 FOUR HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS ($1,483,979) 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 December 1, 2001, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The 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 December 1, 2001, 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 Bureau for Public Health (the "BPH") 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 BPH, dated April 17, 2000.

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

facilities of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds") and a reserve account for the Series 2000 B Bonds (hereinafter defined); and (iii) to pay certain costs of issuance hereof and related costs. The existing public waterworks facilities 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 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on April 27, 2000, and a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 WATER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MAY 2, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,305,290 (THE "SERIES 2000 B 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 2000 B Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 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 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 said special fund provided from the Net Revenues, the moneys in the Series 2000 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Series 2000 B Bonds; provided however, that so long as there exists in the Series 2000 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any

succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2000 B 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 One Valley Bank, National Association, 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 moneys, until so applied, in favor of the registered owner of this Bond.

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

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

IN WITNESS WHEREOF, GRANDVIEW-DOOLIN 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 May 2, 2000.

[SEAL]

Chairman

SPECIMEN

ATTEST:

Secretary

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 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: May 2, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$135,320	May 2, 2000	(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

Grandview-Doolin Public Service District (West Virginia)

DWTRF Loan of $1,483,979
30 Years, 0% Interest Rate, 1% Administrative Fee
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2000	-	-	-
9/01/2000	-	-	-
12/01/2000	-	-	-
3/01/2001	-	-	-
6/01/2001	-	-	-
9/01/2001	-	-	-
12/01/2001	12,367.00	-	12,367.00
3/01/2002	12,367.00	-	12,367.00
6/01/2002	12,367.00	-	12,367.00
9/01/2002	12,367.00	-	12,367.00
12/01/2002	12,367.00	-	12,367.00
3/01/2003	12,367.00	-	12,367.00
6/01/2003	12,367.00	-	12,367.00
9/01/2003	12,367.00	-	12,367.00
12/01/2003	12,367.00	-	12,367.00
3/01/2004	12,367.00	-	12,367.00
6/01/2004	12,367.00	-	12,367.00
9/01/2004	12,367.00	-	12,367.00
12/01/2004	12,367.00	-	12,367.00
3/01/2005	12,367.00	-	12,367.00
6/01/2005	12,367.00	-	12,367.00
9/01/2005	12,367.00	-	12,367.00
12/01/2005	12,367.00	-	12,367.00
3/01/2006	12,367.00	-	12,367.00
6/01/2006	12,367.00	-	12,367.00
9/01/2006	12,367.00	-	12,367.00
12/01/2006	12,367.00	-	12,367.00
3/01/2007	12,367.00	-	12,367.00
6/01/2007	12,367.00	-	12,367.00
9/01/2007	12,367.00	-	12,367.00
12/01/2007	12,367.00	-	12,367.00
3/01/2008	12,367.00	-	12,367.00
6/01/2008	12,367.00	-	12,367.00
9/01/2008	12,367.00	-	12,367.00
12/01/2008	12,367.00	-	12,367.00
3/01/2009	12,367.00	-	12,367.00
6/01/2009	12,367.00	-	12,367.00
9/01/2009	12,367.00	-	12,367.00
12/01/2009	12,367.00	-	12,367.00
3/01/2010	12,367.00	-	12,367.00
6/01/2010	12,367.00	-	12,367.00
9/01/2010	12,367.00	-	12,367.00
12/01/2010	12,367.00	-	12,367.00
3/01/2011	12,367.00	-	12,367.00
6/01/2011	12,367.00	-	12,367.00
9/01/2011	12,367.00	-	12,367.00

Grandview-Doolin Public Service District (West Virginia)

DWTRF Loan of $1,483,979
30 Years, 0% Interest Rate, 1% Administrative Fee
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2011	12,367.00	-	12,367.00
3/01/2012	12,367.00	-	12,367.00
6/01/2012	12,367.00	-	12,367.00
9/01/2012	12,367.00	-	12,367.00
12/01/2012	12,367.00	-	12,367.00
3/01/2013	12,367.00	-	12,367.00
6/01/2013	12,367.00	-	12,367.00
9/01/2013	12,367.00	-	12,367.00
12/01/2013	12,367.00	-	12,367.00
3/01/2014	12,367.00	-	12,367.00
6/01/2014	12,367.00	-	12,367.00
9/01/2014	12,367.00	-	12,367.00
12/01/2014	12,367.00	-	12,367.00
3/01/2015	12,367.00	-	12,367.00
6/01/2015	12,367.00	-	12,367.00
9/01/2015	12,367.00	-	12,367.00
12/01/2015	12,367.00	-	12,367.00
3/01/2016	12,367.00	-	12,367.00
6/01/2016	12,367.00	-	12,367.00
9/01/2016	12,366.00	-	12,366.00
12/01/2016	12,366.00	-	12,366.00
3/01/2017	12,366.00	-	12,366.00
6/01/2017	12,366.00	-	12,366.00
9/01/2017	12,366.00	-	12,366.00
12/01/2017	12,366.00	-	12,366.00
3/01/2018	12,366.00	-	12,366.00
6/01/2018	12,366.00	-	12,366.00
9/01/2018	12,366.00	-	12,366.00
12/01/2018	12,366.00	-	12,366.00
3/01/2019	12,366.00	-	12,366.00
6/01/2019	12,366.00	-	12,366.00
9/01/2019	12,366.00	-	12,366.00
12/01/2019	12,366.00	-	12,366.00
3/01/2020	12,366.00	-	12,366.00
6/01/2020	12,366.00	-	12,366.00
9/01/2020	12,366.00	-	12,366.00
12/01/2020	12,366.00	-	12,366.00
3/01/2021	12,366.00	-	12,366.00
6/01/2021	12,366.00	-	12,366.00
9/01/2021	12,366.00	-	12,366.00
12/01/2021	12,366.00	-	12,366.00
3/01/2022	12,366.00	-	12,366.00
6/01/2022	12,366.00	-	12,366.00
9/01/2022	12,366.00	-	12,366.00
12/01/2022	12,366.00	-	12,366.00
3/01/2023	12,366.00	-	12,366.00

Grandview-Doolin Public Service District (West Virginia)

DWTRF Loan of $1,483,979
30 Years, 0% Interest Rate, 1% Administrative Fee
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2023	12,366.00	-	12,366.00
9/01/2023	12,366.00	-	12,366.00
12/01/2023	12,366.00	-	12,366.00
3/01/2024	12,366.00	-	12,366.00
6/01/2024	12,366.00	-	12,366.00
9/01/2024	12,366.00	-	12,366.00
12/01/2024	12,366.00	-	12,366.00
3/01/2025	12,366.00	-	12,366.00
6/01/2025	12,366.00	-	12,366.00
9/01/2025	12,366.00	-	12,366.00
12/01/2025	12,366.00	-	12,366.00
3/01/2026	12,366.00	-	12,366.00
6/01/2026	12,366.00	-	12,366.00
9/01/2026	12,366.00	-	12,366.00
12/01/2026	12,366.00	-	12,366.00
3/01/2027	12,366.00	-	12,366.00
6/01/2027	12,366.00	-	12,366.00
9/01/2027	12,366.00	-	12,366.00
12/01/2027	12,366.00	-	12,366.00
3/01/2028	12,366.00	-	12,366.00
6/01/2028	12,366.00	-	12,366.00
9/01/2028	12,366.00	-	12,366.00
12/01/2028	12,366.00	-	12,366.00
3/01/2029	12,366.00	-	12,366.00
6/01/2029	12,366.00	-	12,366.00
9/01/2029	12,366.00	-	12,366.00
12/01/2029	12,366.00	-	12,366.00
3/01/2030	12,366.00	-	12,366.00
6/01/2030	12,366.00	-	12,366.00
9/01/2030	12,366.00	-	12,366.00
12/01/2030	12,366.00	-	12,366.00
3/01/2031	12,366.00	-	12,366.00
6/01/2031	12,366.00	-	12,366.00
9/01/2031	12,366.00	-	12,366.00
Total	1,483,979.00	-	1,483,979.00*

*Plus one-percent administrative fee of $1,870.40 paid quarterly. The total fee paid over the life of the loan is $224,448.

Grandview-Doolin Public Service District (West Virginia)

DWTRF Loan of $1,483,979
30 Years, 0% Interest Rate, 1% Administrative Fee
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

YIELD STATISTICS

Bond Year Dollars	$24,419.25
Average Life	16.455 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	4.53E-12
Bond Yield for Arbitrage Purposes	4.53E-12
All Inclusive Cost (AIC)	0.9127978%

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	16.455 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:

_____

STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER

SEVENTH FLOOR

P. O. BOX 1588

CHARLESTON, W. VA. 25326-1588

(304) 353-8000

FACSIMILE (304) 353-8180

BANK ONE CENTER, SIXTH FLOOR
P. O. BOX 2190
CLARKSBURG, W. VA. 26302-2190
(304) 624-8000
FACSIMILE (304) 624-8183

1000 HAMPTON CENTER
P. O. BOX 1616
MORGANTOWN, W. VA. 26507-1616
(304) 598-8000
FACSIMILE (304) 598-8116

126 EAST BURKE STREET
P. O. BOX 2629
MARTINSBURG, W. VA. 25402-2629
(304) 263-8991
FACSIMILE (304) 262-3541

RILEY BUILDING, FOURTH FLOOR
14TH AND CHAPLINE STREETS
P. O. BOX 150
WHEELING, W. VA. 26003-0020
(304) 233-0000
FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK
200 STAR AVENUE, SUITE 220
P. O. BOX 628
PARKERSBURG, W. VA. 26102-0628
(304) 422-6483
FACSIMILE (304) 422-6462

ALAN B. MOLLOHAN INNOVATION CENTER
1000 TECHNOLOGY DRIVE
P. O. BOX 2210
FAIRMONT, W. VA. 26554-8824
(304) 368-8000
FACSIMILE (304) 368-8413

WRITER'S DIRECT DIAL NUMBER

May 2, 2000

Grandview-Doolin Public Service District
Water Revenue Bonds, Series 2000 A
(West Virginia DWTRF Program)

Grandview-Doolin Public Service District
New Martinsville, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Grandview-Doolin 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 $1,483,979 Water Revenue Bonds, Series 2000 A (West Virginia DWTRF 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 loan agreement dated April 17, 2000, 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 Bureau for Public Health (the "BPH"), 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 December 1, 2001, and ending September 1, 2031, 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 16,

Article 13C 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 certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds and a reserve account for the Series 2000 B Bonds (hereinafter defined); 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 April 27, 2000, as supplemented by a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 BPH and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Issuer without the written consent of the Authority and the BPH.

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 Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), issued concurrently herewith in the original aggregate principal amount of $3,305,290 (the "Series 2000 B 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 gross income for federal income tax purposes, therefore, the interest, if any, on the Bonds is not excluded from gross income for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

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 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

04/18/00
347980/98001

CL562465.1

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT
WATER REVENUE BOND, SERIES 2000 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1 $3,305,290

KNOW ALL MEN BY THESE PRESENTS: That GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia in Wetzel and Marshall Counties 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 THREE MILLION THREE HUNDRED FIVE THOUSAND TWO HUNDRED NINETY DOLLARS ($3,305,290), 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 December 1, 2001, 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 April 17, 2000.

This Bond is issued (i) to pay in full the entire outstanding principal of and all interest accrued on the Issuer's Water Revenue Bonds, Series 1989, and Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund); (ii) to pay a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities 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 waterworks facilities 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 April 27, 2000, and a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 WATER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA DWTRF PROGRAM), DATED MAY 2, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,483,979 (THE "SERIES 2000 A 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 2000 A Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 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 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 said special fund provided from the Net Revenues, the moneys in the Series 2000 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 the Bonds, including the Series 2000 A Bonds; provided however, that so long as there exists in the Series 2000 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 the Bonds, including the Series 2000 A 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 One Valley Bank, National Association, 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 moneys, until so applied, in favor of the registered owner of this Bond.

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

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

IN WITNESS WHEREOF, GRANDVIEW-DOOLIN 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 May 2, 2000.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

(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:

_____

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 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: May 2, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$636,802	May 2, 2000	(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

Grandview-Doolin Public Service District (West Virginia)

Loan of $3,305,290
40 Years, 0% Interest Rate
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2000	-	-	-
9/01/2000	-	-	-
12/01/2000	-	-	-
3/01/2001	-	-	-
6/01/2001	-	-	-
9/01/2001	-	-	-
12/01/2001	21,463.00	-	21,463.00
3/01/2002	21,463.00	-	21,463.00
6/01/2002	21,463.00	-	21,463.00
9/01/2002	21,463.00	-	21,463.00
12/01/2002	21,463.00	-	21,463.00
3/01/2003	21,463.00	-	21,463.00
6/01/2003	21,463.00	-	21,463.00
9/01/2003	21,463.00	-	21,463.00
12/01/2003	21,463.00	-	21,463.00
3/01/2004	21,463.00	-	21,463.00
6/01/2004	21,463.00	-	21,463.00
9/01/2004	21,463.00	-	21,463.00
12/01/2004	21,463.00	-	21,463.00
3/01/2005	21,463.00	-	21,463.00
6/01/2005	21,463.00	-	21,463.00
9/01/2005	21,463.00	-	21,463.00
12/01/2005	21,463.00	-	21,463.00
3/01/2006	21,463.00	-	21,463.00
6/01/2006	21,463.00	-	21,463.00
9/01/2006	21,463.00	-	21,463.00
12/01/2006	21,463.00	-	21,463.00
3/01/2007	21,463.00	-	21,463.00
6/01/2007	21,463.00	-	21,463.00
9/01/2007	21,463.00	-	21,463.00
12/01/2007	21,463.00	-	21,463.00
3/01/2008	21,463.00	-	21,463.00
6/01/2008	21,463.00	-	21,463.00
9/01/2008	21,463.00	-	21,463.00
12/01/2008	21,463.00	-	21,463.00
3/01/2009	21,463.00	-	21,463.00
6/01/2009	21,463.00	-	21,463.00
9/01/2009	21,463.00	-	21,463.00
12/01/2009	21,463.00	-	21,463.00
3/01/2010	21,463.00	-	21,463.00
6/01/2010	21,463.00	-	21,463.00
9/01/2010	21,463.00	-	21,463.00
12/01/2010	21,463.00	-	21,463.00
3/01/2011	21,463.00	-	21,463.00
6/01/2011	21,463.00	-	21,463.00
9/01/2011	21,463.00	-	21,463.00

Grandview-Doolin Public Service District (West Virginia)

Loan of $3,305,290
40 Years, 0% Interest Rate
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2011	21,463.00	-	21,463.00
3/01/2012	21,463.00	-	21,463.00
6/01/2012	21,463.00	-	21,463.00
9/01/2012	21,463.00	-	21,463.00
12/01/2012	21,463.00	-	21,463.00
3/01/2013	21,463.00	-	21,463.00
6/01/2013	21,463.00	-	21,463.00
9/01/2013	21,463.00	-	21,463.00
12/01/2013	21,463.00	-	21,463.00
3/01/2014	21,463.00	-	21,463.00
6/01/2014	21,463.00	-	21,463.00
9/01/2014	21,463.00	-	21,463.00
12/01/2014	21,463.00	-	21,463.00
3/01/2015	21,463.00	-	21,463.00
6/01/2015	21,463.00	-	21,463.00
9/01/2015	21,463.00	-	21,463.00
12/01/2015	21,463.00	-	21,463.00
3/01/2016	21,463.00	-	21,463.00
6/01/2016	21,463.00	-	21,463.00
9/01/2016	21,463.00	-	21,463.00
12/01/2016	21,463.00	-	21,463.00
3/01/2017	21,463.00	-	21,463.00
6/01/2017	21,463.00	-	21,463.00
9/01/2017	21,463.00	-	21,463.00
12/01/2017	21,463.00	-	21,463.00
3/01/2018	21,463.00	-	21,463.00
6/01/2018	21,463.00	-	21,463.00
9/01/2018	21,463.00	-	21,463.00
12/01/2018	21,463.00	-	21,463.00
3/01/2019	21,463.00	-	21,463.00
6/01/2019	21,463.00	-	21,463.00
9/01/2019	21,463.00	-	21,463.00
12/01/2019	21,463.00	-	21,463.00
3/01/2020	21,463.00	-	21,463.00
6/01/2020	21,463.00	-	21,463.00
9/01/2020	21,463.00	-	21,463.00
12/01/2020	21,463.00	-	21,463.00
3/01/2021	21,463.00	-	21,463.00
6/01/2021	21,463.00	-	21,463.00
9/01/2021	21,463.00	-	21,463.00
12/01/2021	21,463.00	-	21,463.00
3/01/2022	21,463.00	-	21,463.00
6/01/2022	21,463.00	-	21,463.00
9/01/2022	21,463.00	-	21,463.00
12/01/2022	21,463.00	-	21,463.00
3/01/2023	21,463.00	-	21,463.00

Grandview-Doolin Public Service District (West Virginia)

Loan of $3,305,290
40 Years, 0% Interest Rate
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2023	21,463.00	-	21,463.00
9/01/2023	21,463.00	-	21,463.00
12/01/2023	21,463.00	-	21,463.00
3/01/2024	21,463.00	-	21,463.00
6/01/2024	21,463.00	-	21,463.00
9/01/2024	21,463.00	-	21,463.00
12/01/2024	21,463.00	-	21,463.00
3/01/2025	21,463.00	-	21,463.00
6/01/2025	21,463.00	-	21,463.00
9/01/2025	21,463.00	-	21,463.00
12/01/2025	21,463.00	-	21,463.00
3/01/2026	21,463.00	-	21,463.00
6/01/2026	21,463.00	-	21,463.00
9/01/2026	21,463.00	-	21,463.00
12/01/2026	21,463.00	-	21,463.00
3/01/2027	21,463.00	-	21,463.00
6/01/2027	21,463.00	-	21,463.00
9/01/2027	21,463.00	-	21,463.00
12/01/2027	21,463.00	-	21,463.00
3/01/2028	21,463.00	-	21,463.00
6/01/2028	21,463.00	-	21,463.00
9/01/2028	21,463.00	-	21,463.00
12/01/2028	21,463.00	-	21,463.00
3/01/2029	21,463.00	-	21,463.00
6/01/2029	21,463.00	-	21,463.00
9/01/2029	21,463.00	-	21,463.00
12/01/2029	21,463.00	-	21,463.00
3/01/2030	21,463.00	-	21,463.00
6/01/2030	21,463.00	-	21,463.00
9/01/2030	21,463.00	-	21,463.00
12/01/2030	21,463.00	-	21,463.00
3/01/2031	21,463.00	-	21,463.00
6/01/2031	21,463.00	-	21,463.00
9/01/2031	21,463.00	-	21,463.00
12/01/2031	21,463.00	-	21,463.00
3/01/2032	21,463.00	-	21,463.00
6/01/2032	21,463.00	-	21,463.00
9/01/2032	21,463.00	-	21,463.00
12/01/2032	21,463.00	-	21,463.00
3/01/2033	21,463.00	-	21,463.00
6/01/2033	21,463.00	-	21,463.00
9/01/2033	21,463.00	-	21,463.00
12/01/2033	21,463.00	-	21,463.00
3/01/2034	21,463.00	-	21,463.00
6/01/2034	21,463.00	-	21,463.00
9/01/2034	21,463.00	-	21,463.00

Grandview-Doolin Public Service District (West Virginia)

Loan of $3,305,290
40 Years, 0% Interest Rate
Closing Date: May 2, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2034	21,463.00	-	21,463.00
3/01/2035	21,463.00	-	21,463.00
6/01/2035	21,463.00	-	21,463.00
9/01/2035	21,463.00	-	21,463.00
12/01/2035	21,463.00	-	21,463.00
3/01/2036	21,463.00	-	21,463.00
6/01/2036	21,463.00	-	21,463.00
9/01/2036	21,463.00	-	21,463.00
12/01/2036	21,463.00	-	21,463.00
3/01/2037	21,463.00	-	21,463.00
6/01/2037	21,462.00	-	21,462.00
9/01/2037	21,462.00	-	21,462.00
12/01/2037	21,462.00	-	21,462.00
3/01/2038	21,462.00	-	21,462.00
6/01/2038	21,462.00	-	21,462.00
9/01/2038	21,462.00	-	21,462.00
12/01/2038	21,462.00	-	21,462.00
3/01/2039	21,462.00	-	21,462.00
6/01/2039	21,462.00	-	21,462.00
9/01/2039	21,462.00	-	21,462.00
12/01/2039	21,462.00	-	21,462.00
3/01/2040	21,462.00	-	21,462.00
Total	3,305,290.00	-	3,305,290.00

YIELD STATISTICS

Bond Year Dollars	$68,437.65
Average Life	20.705 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	9.12E-11
Bond Yield for Arbitrage Purposes	9.12E-11
All Inclusive Cost (AIC)	9.12E-11

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	20.705 Years

STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER
SEVENTH FLOOR
P. O. BOX 1588
CHARLESTON, W. VA. 25326-1588
(304) 353-8000
FACSIMILE (304) 353-8180

BANK ONE CENTER, SIXTH FLOOR
P. O. BOX 2190
CLARKSBURG, W. VA. 26302-2190
(304) 624-8000
FACSIMILE (304) 624-8183

1000 HAMPTON CENTER
P. O. BOX 1616
MORGANTOWN, W. VA. 26507-1616
(304) 598-8000
FACSIMILE (304) 598-8116

126 EAST BURKE STREET
P. O. BOX 2629
MARTINSBURG, W. VA. 25402-2629
(304) 263-8991
FACSIMILE (304) 262-3541

RILEY BUILDING, FOURTH FLOOR
14TH AND CHAPLINE STREETS
P. O. BOX 150
WHEELING, W. VA. 26003-0020
(304) 233-0000
FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK
200 STAR AVENUE, SUITE 220
P. O. BOX 628
PARKERSBURG, W. VA. 26102-0628
(304) 422-6463
FACSIMILE (304) 422-6462

ALAN B. MOLLOHAN INNOVATION CENTER
1000 TECHNOLOGY DRIVE
P. O. BOX 2210
FAIRMONT, W. VA. 26554-8624
(304) 368-8000
FACSIMILE (304) 368-8413

WRITER'S DIRECT DIAL NUMBER

May 2, 2000

Grandview-Doolin Public Service District
Water Revenue Bonds, Series 2000 B
(West Virginia Infrastructure Fund)

Grandview-Doolin Public Service District
New Martinsville, 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 Grandview-Doolin 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 $3,305,290 Water Revenue Bonds, Series 2000 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 April 17, 2000, 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 December 1, 2001, and ending March 1, 2040, 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 and all interest accrued on the Issuer's Water Revenue Bonds, Series 1989, and Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund); (ii) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); 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 April 27, 2000, as supplemented by a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), issued concurrently herewith in the original aggregate principal amount of $1,483,979 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 thereon is or will be excluded from gross income for federal income tax purposes, therefore, the interest, if any, on the Bonds is not excluded from gross income for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

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

04/18/00
347980/98001

CH562467.1

STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER

SEVENTH FLOOR

P. O. BOX 1588

CHARLESTON, W. VA. 25326-1588

(304) 353-8000

FACSIMILE (304) 353-8180

BANK ONE CENTER, SIXTH FLOOR
P. O. BOX 2190
CLARKSBURG, W. VA. 26302-2190
(304) 624-8000
FACSIMILE (304) 624-8183

1000 HAMPTON CENTER
P. O. BOX 1616
MORGANTOWN, W. VA. 26507-1616
(304) 598-8000
FACSIMILE (304) 598-8116

126 EAST BURKE STREET
P. O. BOX 2629
MARTINSBURG, W. VA. 25402-2629
(304) 263-6991
FACSIMILE (304) 262-3541

RILEY BUILDING, FOURTH FLOOR
14TH AND CHAPLINE STREETS
P. O. BOX 150
WHEELING, W. VA. 26003-0020
(304) 233-0000
FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK
200 STAR AVENUE, SUITE 220
P. O. BOX 628
PARKERSBURG, W. VA. 26102-0628
(304) 422-6463
FACSIMILE (304) 422-6462

ALAN B. MOLLOHAN INNOVATION CENTER
1000 TECHNOLOGY DRIVE
P. O. BOX 2210
FAIRMONT, W. VA. 26554-8824
(304) 368-8000
FACSIMILE (304) 368-8413

WRITER'S DIRECT DIAL NUMBER

May 2, 2000

Grandview-Doolin Public Service District
Water Revenue Bonds, Series 2000 A
(West Virginia DWTRF Program)

Grandview-Doolin Public Service District
New Martinsville, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Grandview-Doolin 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 $1,483,979 Water Revenue Bonds, Series 2000 A (West Virginia DWTRF 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 loan agreement dated April 17, 2000, 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 Bureau for Public Health (the "BPH"), 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 December 1, 2001, and ending September 1, 2031, 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 16,

Article 13C 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 certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds and a reserve account for the Series 2000 B Bonds (hereinafter defined); 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 April 27, 2000, as supplemented by a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 BPH and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Issuer without the written consent of the Authority and the BPH.

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 Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), issued concurrently herewith in the original aggregate principal amount of $3,305,290 (the "Series 2000 B Bonds"), all in accordance with the terms of the Bonds and the Bond Legislation.

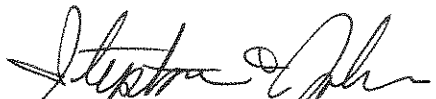
5. The Bonds are, under the Act, exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

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 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

04/18/00
347980/98001

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STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER

SEVENTH FLOOR

P. O. BOX 1588

CHARLESTON, W. VA. 25326-1588

(304) 353-8000

FACSIMILE (304) 353-8180

BANK ONE CENTER, SIXTH FLOOR
P. O. BOX 2190
CLARKSBURG, W. VA. 26302-2190
(304) 624-8000
FACSIMILE (304) 624-8183

1000 HAMPTON CENTER
P. O. BOX 1616
MORGANTOWN, W. VA. 26507-1616
(304) 598-8000
FACSIMILE (304) 598-8116

126 EAST BURKE STREET
P. O. BOX 2629
MARTINSBURG, W. VA. 25402-2629
(304) 263-6991
FACSIMILE (304) 262-3541

RILEY BUILDING, FOURTH FLOOR
14TH AND CHAPLINE STREETS
P. O. BOX 150
WHEELING, W. VA. 26003-0020
(304) 233-0000
FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK
200 STAR AVENUE, SUITE 220
P. O. BOX 628
PARKERSBURG, W. VA. 26102-0628
(304) 422-6463
FACSIMILE (304) 422-6462

ALAN B. MOLLOHAN INNOVATION CENTER
1000 TECHNOLOGY DRIVE
P. O. BOX 2210
FAIRMONT, W. VA. 26554-8824
(304) 368-8000
FACSIMILE (304) 368-8413

WRITER'S DIRECT DIAL NUMBER

May 2, 2000

Grandview-Doolin Public Service District
Water Revenue Bonds, Series 2000 B
(West Virginia Infrastructure Fund)

Grandview-Doolin Public Service District
New Martinsville, 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 Grandview-Doolin 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 $3,305,290 Water Revenue Bonds, Series 2000 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 April 17, 2000, 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 December 1, 2001, and ending March 1, 2040, 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 and all interest accrued on the Issuer's Water Revenue Bonds, Series 1989, and Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund); (ii) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); 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 April 27, 2000, as supplemented by a Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (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 Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), issued concurrently herewith in the original aggregate principal amount of $1,483,979 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 thereon is or will be excluded from gross income for federal income tax purposes, therefore, the interest, if any, on the Bonds is not excluded from gross income for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

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

04/18/00
347980/98001

CH562467.1

SNYDER & HASSIG
ATTORNEYS AT LAW
NEW MARTINSVILLE, W. VA. 26155-0189

TELEPHONE (304) 455-2180
TELECOPIER (304) 455-1514

LOGAN HASSIG
ELMER EARL BOWSER, JR.*
CAROLYN G. FLANNERY***

*ALSO ADMITTED IN PENNSYLVANIA
**ALSO ADMITTED IN IOWA
***ALSO ADMITTED IN OHIO

OFFICES
P.O. BOX 189
NEW MARTINSVILLE, W.VA. 26155-0189
P. O. BOX 166
SISTERSVILLE, W.VA. 26175-0166

OF COUNSEL
PHILIP B. HILL**

May 2, 2000

Grandview-Doolin Public Service District
Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

Grandview-Doolin Public Service District
New Martinsville, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Steptoe & Johnson
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Grandview-Doolin Public Service District, a public service district, in Wetzel and Marshall Counties, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinions of Steptoe & Johnson, as bond counsel, a loan agreement for the Series 2000 A Bonds dated April 17, 2000, including all schedules and exhibits attached thereto, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), a loan agreement for the Series 2000 B Bonds dated April 17, 2000, 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 Agreement"), the Bond Resolution duly adopted by the Issuer on April 27, 2000, as supplemented by the Supplemental Resolution duly adopted by the Issuer on April 27, 2000 (collectively, the "Bond Legislation"), orders of The County Commission of Wetzel and Marshall Counties 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 Agreement when used herein.

We are 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 Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Authority, constitutes a valid and binding agreement of the Issuer enforceable in accordance with its 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 Agreement and the consummation of the transactions contemplated by the Bonds, the Loan Agreement 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 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 Wetzel and Marshall Counties, the West Virginia Infrastructure and Jobs Development 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 and Commission Order of the Public Service Commission of West Virginia entered on October 12, 1999, and March 27, 2000, respectively in Case No. 99-0383-PWD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Orders has expired prior to the date hereof without any appeal.

7. To the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan

Agreement, 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.

8. We have verified that all the successful bidders have made the required provisions for all insurance and payment and performance bonds. Based upon our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, we are 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 Agreement; 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.

Sincerely,

SNYDER & HASSIG

Elmer Earl Bowser, Jr.

EEB/rmc

04/21/00
347980/98001

CL562473.1

SNYDER & HASSIG
ATTORNEYS AT LAW
NEW MARTINSVILLE, W. VA. 26155-0189
TELEPHONE (304) 455-2180
TELECOPIER (304) 455-1514

LOGAN HASSIG
ELMER EARL BOWSER, JR.*
CAROLYN G. FLANNERY***

*ALSO ADMITTED IN PENNSYLVANIA
**ALSO ADMITTED IN IOWA
***ALSO ADMITTED IN OHIO

OFFICES
P.O. BOX 189
NEW MARTINSVILLE, W.VA. 26155-0189
P.O. BOX 166
SISTERSVILLE, W.VA. 26175-0166

OF COUNSEL
PHILIP B. HILL**

May 2, 2000

Grandview-Doolin Public Service District
Proctor, West Virginia

West Virginia Infrastructure
and Jobs Development Council
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Steptoe & Johnson
Charleston, West Virginia

Re: **Grandview-Doolin Public Service District**
Water Distribution System Extension
Project 97W-302

FINAL REPORT ON TITLE

Ladies and Gentlemen:

This firm represents Grandview-Doolin Public Service District (the "District") with regard to the Water Distribution System Extension Project in Wetzel and Marshall Counties (the "Project"), and provides this final title opinion on behalf of the District to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council (the "Council") and the West Virginia Bureau for Public Health (the "BPH") with regard to the Infrastructure Fund and DWTRF financing proposed for the Project. Please be advised of the following:

1. That we are of the opinion that the 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 Bureau for Public Health.

2. That we have confirmed with the consulting engineer that the District has obtained approval for all necessary permits and approvals for the construction of the Project.

3. That we 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 Ghosh Engineers, Inc., the consulting engineers for the Project.

4. That we have examined the records on file in the Offices of the Clerk of the County Commission of Wetzel and Marshall Counties, West Virginia, the counties in which the Project is to be located, and, in my opinion, the District has acquired legal title or such other estate or interest in the necessary site components for the Project 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, except and subject to the following:

Easements and Rights of Way:

a. For easements and rights of way acquired by the District voluntarily from each landowner for nominal consideration, title of the landowner to the property was researched for defects in the landowner's chain of title in the aforesaid Clerk's Office for a period of twenty years preceding the date of acquisition, or for the entire period during which the landowner has owned the property if said ownership is longer than twenty years, and this opinion is limited to the public records in the Clerk's Offices during that period. No lien search was conducted for these particular properties.

Storage tank location:

a. Title to the property acquired for the storage tank was researched in the Office of the Clerk of the County Commission of Wetzel County, West Virginia, for a period of sixty years beginning December 31, 1937, and this opinion is limited to the public records in the aforesaid Clerk's Office during that period.

5. That all deeds or other documents which have been acquired to date by the District have been duly recorded in the aforesaid Clerk's Offices in order to protect legal title to and interest of the District.

Sincerely,

SNYDER & HASSIG

Elmer Earl Bowser, Jr.

EEB/rmc

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 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 ORDERS
13. SIGNATURES AND DELIVERY
14. BOND PROCEEDS
15. [RESERVED]
16. SPECIMEN BONDS
17. CONFLICT OF INTEREST
18. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Grandview-Doolin Public Service District in Wetzel and Marshall Counties, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify in connection with the Issuer's Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), and Water Revenue Bonds, Series 2000 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 April 27, 2000, and the Supplemental Resolution duly adopted April 27, 2000 (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 the Net Revenues, or in any way contesting or affecting the validity of the Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the 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 Agreement, and the Issuer has met all conditions prescribed in the Loan Agreement. The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete the Project.

Following the refunding on the Prior Bonds on the date hereof, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

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 2000 A Bond Loan Agreement

Series 2000 B Bond Loan Agreement

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders on Creation and Reduction of District and Public Service Commission Order relating thereto

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Resolution and Supplemental Resolution

Receipt of Rural Utilities Service for Payment of Water Revenue Bonds, Series 1989, and copy of cancelled Bonds

Receipt of Authority for Payment of Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund) and copy of cancelled Note

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Grandview-Doolin Public Service District." The Issuer is a public service district and public corporation duly created by The County Commission of Wetzel 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 3 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
George A. Stickler	October 31, 1997	October 31, 2001
Michael D. Blair	March 30, 1997	March 29, 2003
Robert L. Goddard	November 1, 1999	October 3, 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 2000 are as follows:

Chairman	-	George A. Stickler
Secretary/Treasurer	-	Mary Jo Nice

The duly appointed and acting counsel to the Issuer is Snyder & Hassig, in New Martinsville, 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 October 12, 1999, in Case No. 99-0383-PWD-CN, approving the rates and charges for the services of the System, and has adopted a resolution prescribing such rates and charges. The time for appeal of such Final Order has expired prior to the date hereof without any appeal, and such rates and charges will become effective upon completion of the Project.

12. PUBLIC SERVICE COMMISSION ORDERS: The Issuer has received the Final Order and a Commission Order of the Public Service Commission of West Virginia entered on October 12, 1999, and March 27, 2000, respectively, in Case No. 99-0383-PWD-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Orders has expired prior to the date hereof without any appeal.

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 $135,320 from the Authority and the BPH, being a portion of the principal amount of the Series 2000 A Bonds. On the date hereof, the Issuer also received $636,802 from the Authority and the Council, being a portion of the principal amount of the Series 2000 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. [RESERVED].

16. SPECIMEN BONDS: Delivered concurrently herewith are true and accurate specimens of the Bonds.

17. CONFLICT OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bonds, the Bond Legislation and/or the Project, including, without limitation, with respect to the Deository 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. 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 GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT on this 2nd day of May, 2000.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
George P. Stubbs	Chairman
Mary Jo Nice	Secretary
	Counsel to Issuer

04/27/00
347980/98001

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

CERTIFICATE OF ENGINEER

I, Pulak Ghosh, Registered Professional Engineer, West Virginia License No. 7806, of Ghosh Engineers, Inc., in Charleston, 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 waterworks facilities (the "System") of Grandview-Doolin Public Service District (the "Issuer") to be constructed in Wetzel and Marshall Counties, 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 April 27, 2000, the Loan Agreement for the Series 2000 A Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), dated April 17, 2000, and the Loan Agreement for the Series 2000 B Bonds, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated April 17, 2000 (collectively, the "Loan Agreement").

2. The Series 2000 A Bonds are being issued (i) to pay a portion of the costs of acquisition and construction of the Project; and (ii) to fund the respective reserve accounts for the Series 2000 A Bonds and the Series 2000 B Bonds.

3. The Series 2000 B Bonds are being issued (i) to pay a portion of the costs of acquisition and construction of the Project; (ii) to pay in full the Issuer's Water Revenue Bonds, Series 1989, dated October 1, 1989, heretofore issued in the original aggregate principal amount of $374,000; (iii) to pay in full the Issuer's Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund), dated November 6, 1997, heretofore issued in the original aggregate principal amount of $198,800 to pay a portion of the costs of design, acquisition and construction of the Project and the administrative fee thereon; and (iv) to pay certain costs of issuance of the Series 2000 A Bonds and the Series 2000 B Bonds.

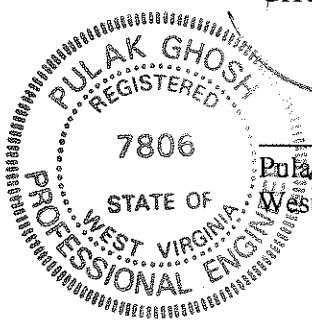
4. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the

Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the BPH and the Council and any change orders approved by the Issuer, the Council, the BPH 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 Schedule B attached hereto as Exhibit A and the Issuer's counsel, Snyder & Hassig, 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 BPH 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, Dobbs, Abraham and Company, 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 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 BPH; 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 2nd day of May, 2000.

GHOSH ENGINEERS, INC.

(SEAL)



Pulak Ghosh, P.E.
West Virginia License No. 7806

03/31/00
347980/98001

CL562486.1

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

SCHEDULE B

Grandview-Doolin PSD Water System Improvements Project

Final Total Cost of Project, Sources of Funds and Cost of Financing

A.	Cost of Project	Total	IJDC	DWTRF
1.	Construction			$ -
	a. Contract I	$ 848,094.66	$ 848,094.66	$ -
	b. Contract II	$ 1,512,890.00	$ 164,231.00	$ 1,348,659.00
	c. Contract III	$ 279,250.00	$ 279,250.00	$ -
	d. Contract IV	$ 586,000.00	$ 586,000.00	$ -
	e. Contract V	$ 89,000.00	$ 89,000.00	$ -
	Subtotal Construction Bid	$ 3,315,234.66	$ 1,966,575.66	$ 1,348,659.00
Other Costs				$ -
2.	Engineering Fees			$ -
	a. Design Loan Financed Engineering Fee	$ 198,800.00	$ 198,800.00	$ -
	b. Other Engineering Fees	$ 356,880.00	$ 356,880.00	$ -
	Subtotal of Engineering Fees	$ 555,680.00	$ 555,680.00	$ -
3.	Legal	$ 38,000.00	$ 38,000.00	$ -
4.	Sites and Other Land	$ 5,000.00	$ 5,000.00	$ -
5.	Payoff Existing FmHA Loan	$ 271,016.62	$ 271,016.62	$ -
6.	Contingency	$ 422,053.72	$ 422,053.72	$ -
	Subtotal of Other Costs	$ 1,291,750.34	$ 1,291,750.34	$ -
				$ -
Total of Lines 1 through 6		$ 4,606,985.00	$ 3,258,326.00	$ 1,348,659.00
				$ -
B.	**Sources of Funds**			$ -
7.	Local	$ -	$ -	$ -
8.	Net Proceeds Required from Bond Issue	$ 4,606,985.00	$ 3,258,326.00	$ 1,348,659.00
C.	**Cost of Financing**			$ -
9.	Other Costs	$ -		$ -
10.	Prefunded Reserve (IJDC)	$ 85,852.00	$ -	$ 85,852.00
11.	Prefunded Reserve (DWTRF)	$ 49,468.00	$ -	$ 49,468.00
12.	Administrative Fee IJDC Design Loan	$ 5,964.00	$ 5,964.00	$ -
13.	Bond Counsel Fees	$ 33,500.00	$ 33,500.00	$ -
14.	Accounting Fees	$ 7,500.00	$ 7,500.00	$ -
Total Cost of Financing (Lines 10, 11, 12 & 13)		$ 182,284.00	$ 46,964.00	$ 135,320.00
				$ -
Total Cost of the Bond Issue		$ 4,789,269.00	$ 3,305,290.00	$ 1,483,979.00

Governmental Agency

Consulting Engineer

Date: 4-27-2000

Date: 4-27-2000

DOBBS, ABRAHAM & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS
P.O. BOX 248
MOUNDSVILLE, WV 26041
304-845-7914
FAX 304-843-1905

May 2, 2000

Grandview-Doolin Public Service District
Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

Grandview-Doolin Public Service District
New Martinsville, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the water rates and charges set forth in the Final Order of the Public Service Commission of West Virginia in Case No. 99-0383-PWD-CN, entered September 22, 1999, and projected operation and maintenance expenses and anticipated customer usage as furnished to me by Ghosh Engineers, Inc., Consulting Engineer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks system of the Issuer (the "System"), will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 110% of the maximum amount required in any year for debt service on the Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program) and Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), to be issued by Grandview-Doolin Public Service District (the "Issuer") to the West Virginia Water Development Authority on the date hereof.

Very truly yours,

, CPA

DOBBS, ABRAHAM & COMPANY

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Chairman of the Public Service Board of Grandview-Doolin Public Service District in Wetzel and Marshall Counties, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of $1,483,979 Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), and $3,305,290 Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, both dated May 2, 2000 (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 April 27, 2000 (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 May 2, 2000, the date on which the Bonds are being physically delivered in exchange for an initial advance of $135,320, being a portion of the principal amount of the Series 2000 A Bonds, and $636,802, being a portion of the Series 2000 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 Bureau for Public Health (the "BPH") 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 by reason of the classification of such Bonds as "private activity bonds" within the meaning of the Code. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2000 A Bonds were sold on May 2, 2000, to the Authority, pursuant to a loan agreement dated April 17, 2000, by and between the Issuer and the Authority, on behalf of the BPH, for an aggregate purchase price of $1,483,979 (100% of par), at which time, the Issuer received $135,320 from the Authority and the BPH, being the first advance of the principal amount of the Series 2000 A Bonds. No accrued interest has been or will be paid on the Series 2000 A Bonds. The balance of the principal amount of the Series 2000 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2000 B Bonds were sold on May 2, 2000, to the Authority, pursuant to a loan agreement dated April 17, 2000, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of $3,305,290 (100% of par), at which time, the Issuer received $636,802 from the Authority and the Council, being the first advance of the principal amount of the Series 2000 B Bonds. No accrued interest has been or will be paid on the Series 2000 B Bonds. The balance of the principal amount of the Series 2000 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

7. The Series 2000 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 certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); (ii) funding a reserve account for the Series 2000 A Bonds and a reserve account for the Series 2000 B Bonds; and (iii) paying certain costs of issuance of the Bonds and related costs.

8. The Series 2000 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 and all interest accrued on the Issuer's Water Revenue Bonds, Series 1989 (the "Series 1989 Bonds"), and Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund) (the "Series 1997 Note"); (ii) paying a portion of the costs of acquisition and construction of certain improvements and extensions to the existing public waterworks facilities of the Issuer (the "Project"); and (iii) paying certain costs of issuance of the Bonds 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 in excess of $100,000 on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project shall commence immediately and shall proceed with due diligence to completion, and

with the exception of proceeds constituting capitalized interest, if any, and proceeds deposited in the respective Reserve Accounts for the Bonds, 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 November 2, 2001. The acquisition and construction of the Project is expected to be completed by May 2, 2001.

10. The total cost of the Project financed from the proceeds of the Bonds (including all costs of issuance of the Bonds) is estimated at $4,789,269. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2000 A Bonds	$1,483,979.00
Proceeds of the Series 2000 B Bonds	$3,305,290.00
Issuer's Funds	$ -0-
Total Sources	$4,789,269.00

USES

Costs of Acquisition and Construction of the Project	$4,137,168.38
Capitalized Interest on the Bonds	-0-
Refund Series 1989 Bonds	$ 271,016.62
Refund Series 1997 Note	$ 204,764
Fund Series 2000 A Bonds Reserve Account	$ 49,468
Fund Series 2000 B Bonds Reserve Account	$ 85,852
Costs of Issuance	$ 41,000
Total Uses	$4,789,269.00

The amount of the costs of the Project is estimated to be at least equal to the gross proceeds of the Bonds.

11. Pursuant to Article V of the Bond Resolution, the following special funds or accounts have been created or continued relative to the Series 2000 Bonds:

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Series 2000 A Bonds Construction Trust Fund;

(4) Series 2000 B Bonds Construction Trust Fund;

(5) Series 2000 A Bonds Sinking Fund;

(6) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account;

(7) Series 2000 B Bonds Sinking Fund; and

(8) Within the Series 2000 B Bonds Sinking Fund, the Series 2000 B Bonds Reserve Account;

12. Pursuant to Article VI of the Bond Resolution, the proceeds of the Bonds will be deposited as follows:

(1) Bond proceeds in the amount of $-0- will be deposited in the Series 2000 A Bonds Sinking Fund as capitalized interest and applied to payment of interest on the Series 2000 A Bonds during acquisition and construction of the Project and for a period not to exceed six months following completion thereof.

(2) Bond proceeds in the amount of $-0- will be deposited in the Series 2000 B Bonds Sinking Fund as capitalized interest and applied to payment of interest on the Series 2000 B Bonds during acquisition and construction of the Project and for a period not to exceed six months following completion thereof.

(3) Series 2000 A Bonds proceeds in the amount of $49,468 will be deposited in the Series 2000 A Bonds Reserve Account.

(4) Series 2000 A Bonds proceeds in the amount of $85,852 will be deposited in the Series 2000 B Bonds Reserve Account.

(5) Series 2000 B Bonds proceeds in the amount of $271,016.62 will pay the entire outstanding interest on and principal of the Series 1989 Bonds on the date hereof.

(6) Series 2000 B Bonds proceeds in the amount of $204,764 will pay the entire outstanding administrative fee and interest on and principal of the Series 1997 Note on the date hereof.

(7) The balance of the proceeds of the Series 2000 A Bonds will be deposited in the Series 2000 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 2000 A Bonds and related costs.

(8) The balance of the proceeds of the Series 2000 B Bonds will be deposited in the Series 2000 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 2000 B Bonds and related costs.

13. Moneys held in the Series 2000 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2000 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on moneys in the Series 2000 A Bonds Sinking Fund and Series 2000 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2000 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 Ordinance.

14. Moneys held in the Series 2000 B Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2000 B Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on moneys in the Series 2000 B Bonds Sinking Fund and Series 2000 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2000 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 Ordinance.

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 12 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 2000 A Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2000 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 18 months from the date of issuance thereof.

18. With the exception of the amount deposited in the Series 2000 B Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2000 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 18 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 2000 A Bonds Reserve Account and Series 2000 B Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2000 A Bonds Reserve Account and Series 2000 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2000 A Bonds Reserve Account and Series 2000 B Bonds Reserve Account hold an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Moneys in the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Reserve Account, the Series 2000 A Bonds Sinking Fund and the Series 2000 B Bonds Sinking Fund will be used solely to pay principal of and interest on 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 2nd day of May, 2000.

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

George A. Stubblefield

Chairman

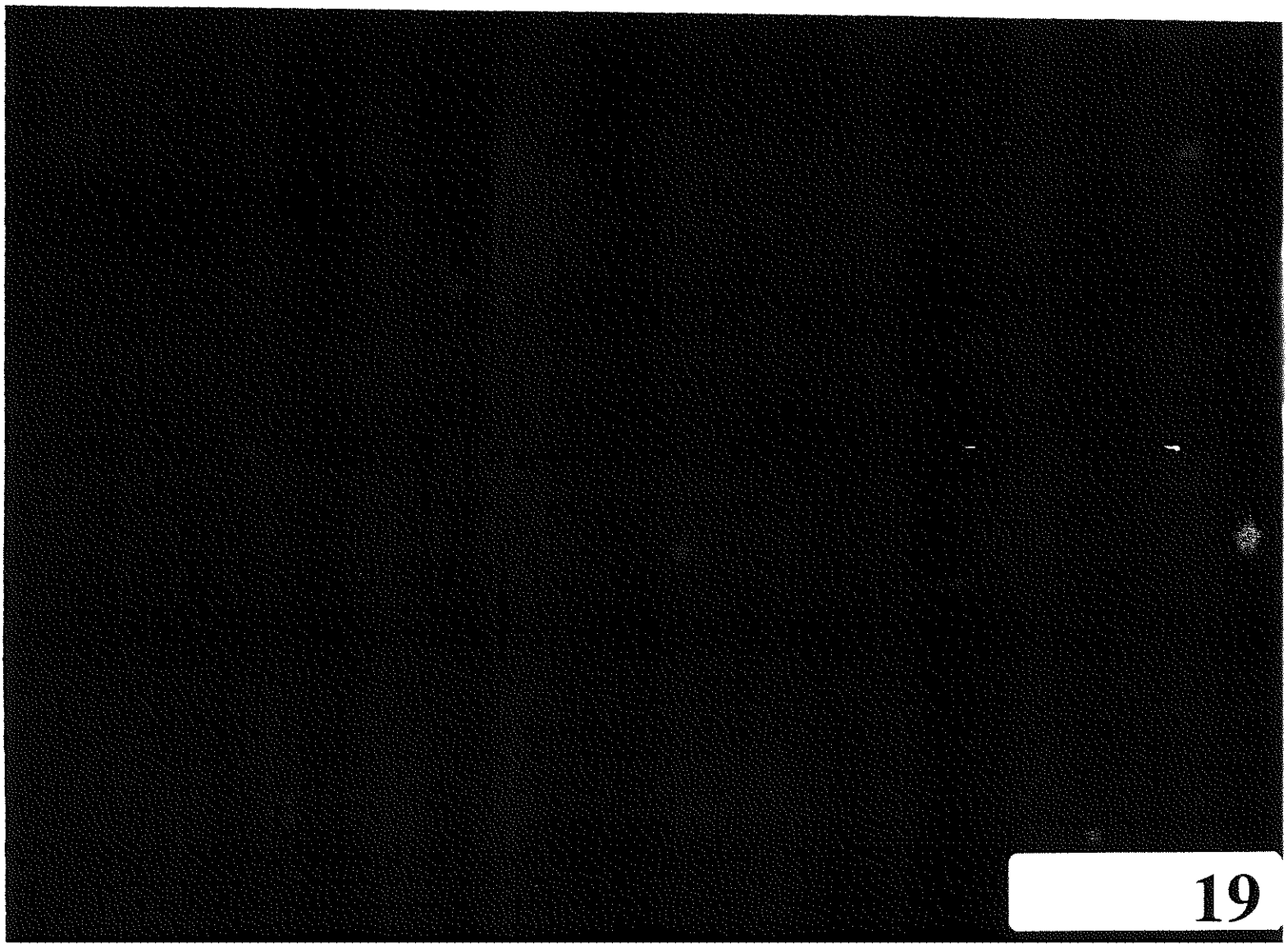
04/27/00
347980/98001

IN RE: A RESOLUTION AND ORDER PROPOSING THE CREATION OF A PUBLIC DISTRICT IN WETZEL AND MARSHALL COUNTIES WEST VIRGINIA AND FIXING A DATE OF HEARING ON THE MATTER AND PROVIDING FOR A NOTICE OF SUCH HEARING

A RESOLUTION AND ORDER PROPOSING THE CREATION OF A
PUBLIC SERVICE DISTRICT IN WETZEL AND MARSHALL COUNTIES WEST VIRGINIA
AND FIXING A DATE OF HEARING ON THE MATTER
AND PROVIDING FOR A NOTICE OF SUCH HEARING

WHEREAS, the Board of Directors of the Grandview-Doolin Water Association, which is a private, non-profit corporation supplying water services to the residents of both Wetzel and Marshall Counties, West Virginia, has decided that the formation of a Public Service Distrit, which would replace their existing organizational arrangement, would function to enhance the long-term, continued operation of the water system, and better define proper operation and management functions and responsibilities, as well as enhance the preservation of the public health, comfort and convenience of the residents of the said area; and,

WHEREAS, the Wetzel County Commission after considerable deliberation has decided that the creation of the proposed Public Service District as requested by the Board of Directors of the Grandview-Doolin Water Association will be conducive to the preservation of the public health, comfort and convenience of the area presently served by the said Association; and



WHEREAS, pursuant to the provisions of Article 13A, Chapter 16 of the West Virginia Code, the Wetzel County Commission is empowered to upon its own motion by order duly adopted to propose the creation of a Public Service District situated in more than one county, as long as the county commission when fixing a date of hearing on the matter, shall provide for notifying the other county commission(s) and Clerk(s) thereof of the action.

NOW, THEREFORE, BE IT and IT is Hereby Resolved and Ordered by the County Commission of Wetzel County, West Virginia, as follows:

Section 1. That the County Commission of Wetzel County, West Virginia, hereby finds and declares that it is in agreement with the request of the Board of Directors of the Grandview-Doolin Water Association that the formation of a Public Service District to replace their existing organizational arrangement will function to enhance the long-term, continued operation of the water system, and better define proper opration and management functions and responsibilities, as well as be conducive to the preservation of public health, comfort and cibvebuebce if tge resudebts if saud area,

Section 2. That this order among other things states as follows:

(a) That the name and corporate title of the proposesed Public Service District shall be the "Grandview-Doolin Public Service District".

(b) That the territory to be included in the Public Service District so crated shall be as follows:

The territory to be included in the said Public Service District shall include the territory located within the boundaries of Proctor and Magnolai Tax Districts, Wetzel County, West Virginia, (exclusive of those areas presently being served by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County, West Virginia, which portions thereof are described as follows:

(The description provided is approximate and may vary more or less from that which is indicated.)

BEGINNING at a point where the Marshall/Wetzel County line meets the Ohio River, thence due east following the aforementioned Marshall/Wetzel County line 7.7 miles, thence north 17° west 2 miles, thence north 44° west 2 miles, thence north54° west 1½miles, thence north 1.4 miles, thence north 41° west 1 mile, thence north 70° west 2.25 miles, thence west 1 mile to a point on the east bank of the Ohio River, thence in a southerly direction following the meandering east bank of the Ohio River to the point where the Marshall/Wetzel County line meets the Ohio River from which beginning.

(c) That the purpose of the said Public Service District shall be to construct or adquire by purchase or otherwise, and maintain, operate and extend public service properties and facilities which supply water and sewage services within the boundaries of the Public Service District and beyond such boundaries to the extent permitted by law.

(d) That the territory described above which will be the public service boundaries of the proposed Public Service District dones not include within such boundaries the territory of any other Public Service District organized pursuant to the provisions of Article 13A of Chapter 16 of the West Virginia Code.

(e) That the territory described above which will be the territory of the proposed Public Service District does not include with the said boundaries the territory of any incorporated towns, cities or other municipal corporations.

Section 3. That on March 3, 1987, at the hour of 1:30 o'clock P. M., the Wetzel County Commission shall meet in the County Courthouse at New Martinsville, West Virginia, for the purpose of conduction a public hearing on the creation of the proposed Public Service District at which time and place all persons residing in or owning or having any interest in property in the territory of the proposed Public Service District may appear before this County Commission and shall be provided an opportunity to be heard for or against the creation of the proposed Public Service District, and at such hearing, this County Commission shall consider and determine the feasibility of the creation of the proposed Public Service District.

Section 4. That the Wetzel County Commission is hereby authorized and directed to cause notice of such hearing in substantially the from included hereafter to be published on February 18, 1987, in the Wetzel Chronicle, a newspaper of general circulation and published in Wetzel County,and to be posted and displayed in at least five (5) conspicuous places in the territory of the proposed Public Service District beginning on

13

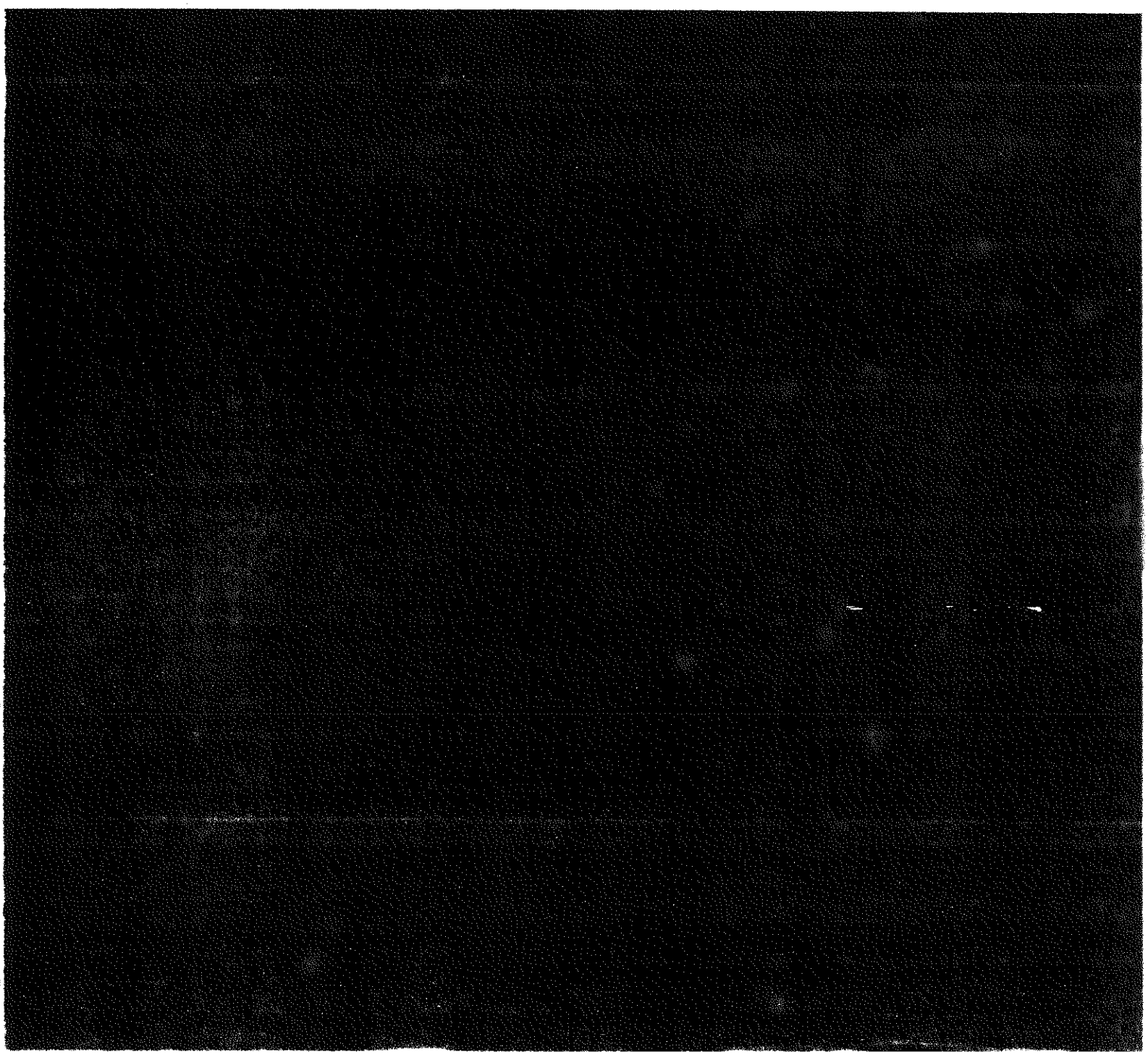
WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISSIONERS ORDER Book No. 35 at Page No. 382 of said records.

Given under my hand and Seal of said Office this 22nd day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission



IN RE: NOTICE OF PUBLIC HEARING ON THE CREATION OF THE GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

NOTICE OF PUBLIC HEARING ON THE CREATION OF THE
GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Notice is hereby tiven that the Wetzel County Commission has upon its own order duly adopted the proposed creation of a Public Service District within Wetzel and Marshall Counties, West Virginia, for the purpose of constructing, acquiring by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying water and sewage services within the boundaries of the said Public Service District and beyond such properties to the extent permitted by law; to be named the "Grandview-Doolin Public Service District" and having the following described boundaries:

The territory to be included in the said Public Service District shall include the territory located within the boundaries of Proctor and Magnolia Tax Districts, Wetzel County, West Virginia, (exclusive of those areas presently being served by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County, West Virginia, which portions thereof are described as follows:

(The description provided is approximate and may vary more or less from that which is indicated.)

BEGINNING at a point where the Marshall/Wetzel County line meets the Ohio River, thence due east following the aforementioned Marshall/Wetzel County line 7.7 miles, thence north 17° west 2 miles, thence north 44° west 2 miles, thence north 54° west 1½ iles, thence north 1.4 miles, thence north 41° west 1 mile, thence north 70° west 2.25 miles, thence west 1 mile to a point on the east bank of the Ohio River, thence in a southerly direction following the meandering east bank of the Ohio River to the point where the Marshall/Wetzel County line meets the Ohio River from which beginning.

All persons residing in or owning or having any interest in property in the territory of the proposed Public Service District are hereby notified that the County Commission of Wetzel County will conduct a public hearing on March 3, 1987, at 1:30 P.M. in the County Courthouse at New Martinsville, West Virginia, at which time and place all parties may appear before the County Commission and shall be provided the opportunity to be heard for or against the creation of the proposed Public Service District.

Section 5. That the Wetzel County Commission hereby orders that the Clerk of the said County Commission shall cause a copy of this order to be forwarded by certified mail to the Clerk of the Marshall County Commission as is required by Article 13A of Chapter 16 of the West Virginia Code in cases where a County Commission proposes the creationg of a Public Service District situated in more than one county and where such County Commission calls for a public hearing on the matter.

By order of the Wetzel County Commission this day February 10, 1987.

WETZEL COUNTY COMMISSION

s/ David L. Goddard
DAVID L. GODDARD, PRESIDENT

s/ Shirley H. Wayne
SHIRLEY H. WAYNE, COMMISSIONER

s/ Frederick E. Wilcox
FREDERICK E. WILCOX, COMMISSIONER

ATTEST:

s/ Mary Riggenbach
MARY RIGGENBACH, COUNTY CLERK

ooOoo

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISSIONERS ORDER Book No. 35 at Page No. 382 of said records.

Given under my hand and Seal of said Office this 22nd day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission

Section 4. That the territory described above which will be the public service boundaires of the proposed Public Service District does not include within such boundaries the territory of any other public service disttict organized pursuant to the provisions of Article A Thirteen A of Chapter Sixteen of the Code of West Virginia.

Section 5. That the territory described above which will be the public service boundaries of the said Public Service District does not include within the said boundaries the territory of any incorporated towns, cities or other municipal corporations, or areas now being served by same.

Section 6. That the County Commission of Wetzel County, West Virginia, has determined that the territory within Wetzel and Marshall Counties, West Virginia, having the heretofore described boundaries, is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying both water and sewage services within such territory by the said Public Service District will be conducive to the public health, comfort and convenience of such area.

Section 7. That the Wetzel County Commission hereby orders that the Clerk of the said County Commission shall cause a copy of this Order to be forwarded by certified mail to the Clerk of the Marshall County Commission as is required by Article A of Chapter Sixteen of the Code of West Virginia.

By Order of the Wetzel County Commission this day March 3, 1987.

WETZEL COUNTY COMMISSION

s/David L. Goddard
DAVID L. GODDARD, President

s/Shirley H. Wayne
SHIRLEY H. WAYNE, Commissioner

s/Frederick E. Wilcox
FREDERICK E. WILCOX, Commissioner

ATTEST:

s/Mary Riggenbach
County Clerk

(Copy of Order and Resolution mailed to Marshall County)

ooOoo

WHEREAS, the said Resolution and Order adopted by the Wetzel County Commission dated February 10, 1987, found and declared that in consideration of the above conditions and the provisions of Article Thirteen A of Chapter Sixteen of the Code of West Virginia, the said County Commission did upon its own order duly adopted propose the creation fo a Public Service Service District in Wetzel and Marshall Counties, West Virginia; and,

WHEREAS, the said Resolution and Order adopted by the Wetzel County Commission dated February 19, 1987, fixed a date of hearing on the creation of the proposed "Grandview-Doolin Public Service District" and in and by such order provided that all persons residing in or owning or having any interest in property in the proposed Public Service District might appear before the said County Commission at this hearing and be provided the opportunity to be heard for or against the creation of the proposed Public Service District; and,

WHEREAS, notice of this hearing was duly given in the manner provided and required by the said Resolution and Order of the Wetzel County Commission dated February 10, 1987, and by Article Thirteen A of Chapter Sixteen of the Code of West Virginia, and pursuant to the requirements of the above Resolution and Order the said County Commission ordered the Clerk to cause a copy of the said order to be forwarded by certified mail to the Clerk of the Marshall County Commission as is required by Article Thirteen A of Chapter Sixteen of the Code of West Virginia in cases where a county commission proposes the creation of a Public Service District situated in more than one county and when such county commission calls for a public hearing on the matter; and,

WHEREAS, on March 3, 1987, at 1:30 o'clock p.m. the Wetzel County Commission met at the Courthouse in New Martinsville, West Virginia, to conduct a public hearing on the proposal to create the "Grandview-Doolin Public Service District", and all interested persons were afforded the opportunity to be heard for or against the creation of the proposed Public Service District; and,

WHEREAS, the County Commission of Wetzel County, West Virginia, has determined that the creation of the proposed Public Service District is proper and warranted, and it is now deemed desirable by the said County Commission to adopt a Resolution and Order creating the proposed Public Service District.

NOW, THEREFORE, BE IT and IT is hereby Resolved and Ordered by the County Commission of Wetzel County, West Virginia as follows:

Section 1. That a Public Service District within Wetzel and Marshall Counties, West Virginia, is hereby created and that the said Public Service District so created shall have the name and corporate title of the "Grandview-Doolin Public Service District", and shall constitute a public corporation and political subdivision of the State of West Virginia having all the rights and power conferred upon the public service districts by the laws of the State of West Virginia, and particularly Article Thirteen A of Chapter Sixteen of the Code of West Virginia.

Section 2. That the territory to be included in the Public Service District so created shall be as follows:

The territory to be included in the said Public Service District shall include the territory located within the boundaries of Proctor and Magnolia Tax Districts, Wetzel County, West Virginia, (exclusive of those areas presently being served by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County, West Virginia, which portions thereof are described as follows:

(The description provided is approximate and may vary more or less from that which is indicated.)

BEGINNING at a point where the Marshall/Wetzel County line meets the Ohio River, thence due east following the aforementioned Marshall/Wetzel County line 7.7 miles, thence North 17° West 2 miles, thence North 44° West 2 miles, thence North 54° West 1½ miles, thence North 1.4 miles, thence North 41° West 1 mile, thence North 70° 2.25 miles, thence West 1 mile to a point on the east bank of the Ohio River, thence in a southerly direction following the meandering east bank of the Ohio River to the point where the Marshall/Wetzel Countyline meets the Ohio River from which beginning.

Section 3. That the purpose of the said Public Service District shall be to construct or axquire by purchase or otherwise, and maintain, operate and extend public service properties and facilities which supply water and sewage services within the boundaries of the Public Service District and beyond such boundaries to the extent permitted by law.

IN RE: PUBLIC HEARING ON THE CREATION OF THE GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT--A RESOLUTION AND ORDER CREATING THE GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT IN WETZEL AND MARSHALL COUNTIES WEST VIRGINIA

This day County Commission held a Public Hearing concerning the Creation of the Grandview-Doolin Public Service District as per Notice dated February 10, 1987.

The following individuals were present for the hearing:

Ronald Brill, Sr.
Kenneth K. Parks
Bill Wise
F. J. Thomas
George Heinzman
Stanley T. Ruckman
Mark W. Sands

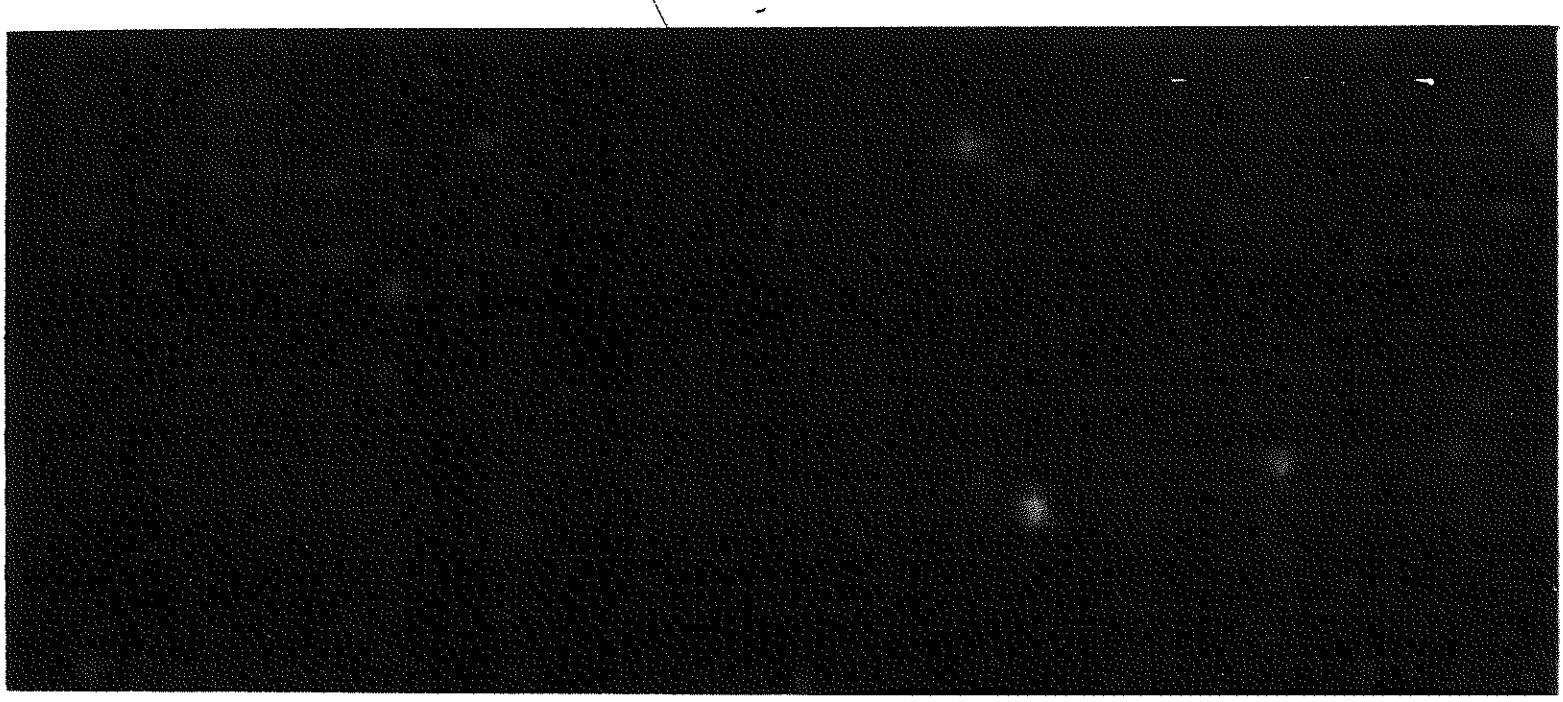
The delegation gave their full support for the creation of the Public Service District.

On motion of Frederick E. Wilcox, seconded by Shirley H. Wayne and unanimously approved the Commission adopted the Resolution and Order Creating the Grandview-Doolin Public Service District in Wetzel and Marshall Counties.

A RESOLUTION AND ORDER CREATING THE GRANDVIEW-DOOLIN

PUBLIC SERVICE DISTRICT IN WETZEL AND MARSHALL COUNTIES WEST VIRGINIA

WHEREAS, the County Commission of Wetzel County, West Virginia, did heretofore by Resolution and Order dated February 10, 1987, find and declare, among other things, that the said County Commission is in agreement with the request of the Board of Directors of the Grandview-Doolin Water Association that the formation of a Public Service District to replace the said Association's existing organizational arrangement will function to enhance the long-term, continued operation of the water system, and better define proper operation and management functions and responsibilities, as well as be conducive to the preservation of the public health, comfort and convenience of the residents of the said area; and,



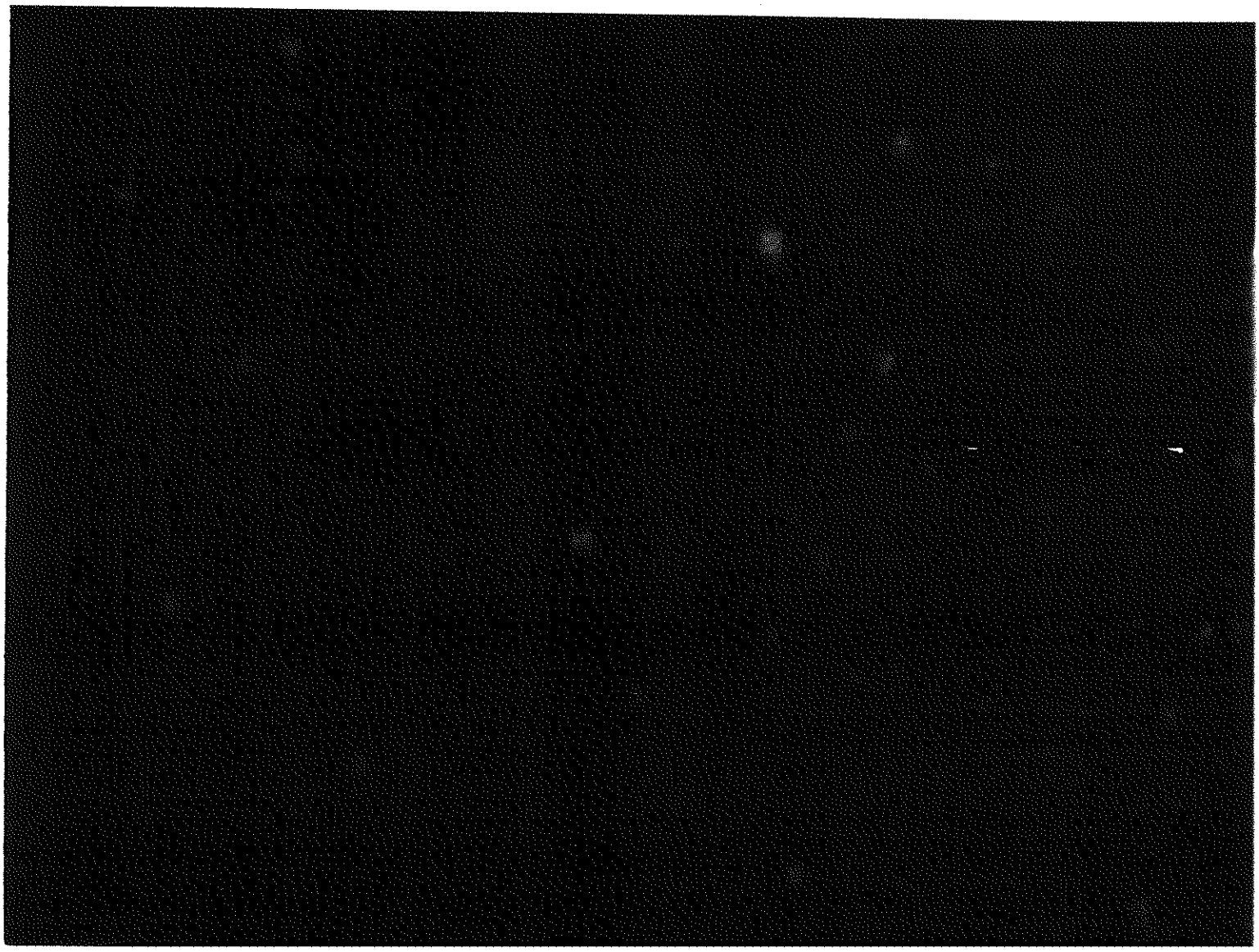
WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISISONERS ORDER Book No. 35 at Page No. 407 of said records.

Given under my hand and Seal of said Office this 22nd day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission



Wetzel County Commission

New Martinsville, WV 26155

MARY RIGGENBACH,
County Clerk

CAROL HAUGHT,
Deputy

455-1200
P. O. Box 156,
New Martinsville, WV

DAVID L. GODDARD, President
New Martinsville, WV 26155

SHIRLEY H. WAYNE, Commissioner
Pine Grove, WV 26419

FREDERICK E. WILCOX, Commissioner
New Martinsville, WV 26155

SESSIONS:
1ST TUESDAY JANUARY
1ST TUESDAY APRIL
3RD TUESDAY JULY
1ST TUESDAY OCTOBER

ANTHONY M. PARKS,
Coordinator
455-2545

February 11, 1987

Mrs. Norma Glover Sine
Marshall County Clerk
Moundsville, WV 26041

Dear Mr. Sine:

Enclosed find copy of Notice of Public Hearing on the Creation of The Grandview-Doolin Public Service District, Resolution and copies of maps, as per our telephone conversation with Winnie on this date.

The Notice needs to be published in your county. If you have any questions please call.

Sincerely,

Mary Riggenbach, Clerk

A RESOLUTION AND ORDER PROPOSING THE CREATION OF A PUBLIC SERVICE DISTRICT IN WETZEL AND MARSHALL COUNTIES WEST VIRGINIA AND FIXING A DATE OF HEARING ON THE MATTER AND PROVIDING FOR A NOTICE OF SUCH HEARING

RECEIVED
FEB 1 3 1997
NORMA GLOVER SINE
COUNTY CLERK

WHEREAS, the Board of Directors of the Grandview-Doolin Water Association, which is a private, non-profit corporation supplying water services to the residents of both Wetzel and Marshall Counties, West Virginia, has decided that the formation of a Public Service District, which would replace their existing organizational arrangement, would function to enhance the long-term, continued operation of the water system, and better define proper operation and management functions and responsibilities, as well as enhance the preservation of the public health, comfort and convenience of the residents of the said area; and,

WHEREAS, the Wetzel County Commission after considerable deliberation has decided that the creation of the proposed Public Service District as requested by the Board of Directors of the Grandview-Doolin Water Association will be conducive to the preservation of the public health, comfort and convenience of the area presently served by the said Association; and,

WHEREAS, pursuant to the provisions of Article 13A, Chapter 16 of the West Virginia Code, the Wetzel County Commission is empowered to upon its own motion by order duly adopted to propose the creation of a Public Service District situated in more than one county, as long as the county commission when fixing a date of hearing on the matter, shall provide for notifying the other county commission(s) and clerk(s) thereof of the action.

NOW, THEREFORE, BE IT and IT is Hereby Resolved and Ordered by the County Commission of Wetzel County, West Virginia, as follows:

Section 1. That the County Commission of Wetzel County, West Virginia, hereby finds and delcares that it is in agreement with the request of the Board of Directors of the Grandview-Doolin Water Association that the formation of a Public Service District to replace their existing organizational arrangement will function to enhance the long-term, continued operation of the water system, and better define proper operation and management functions and responsibilities, as well as be conducive to the preservation of public health, comfort and

convenience of the residents of said area.

Section 2. That this order among other things states as follows:

(a) That the name and corporate title of the proposed Public Service District shall be the "Grandview-Doolin Public Service District".

(b) That the territory to be included in the Public Service District so created shall be as follows:

The territory to be included in the said Public Service District shall include the territory located within the boundaries of Proctor and Magnolia Tax Districts, Wetzel County, West Virginia, (exclusive of those areas presently being served by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County, West Virginia, which portions thereof are described as follows:

(The description provided is approximate and may vary more or less from that which is indicated.)

BEGINNING at a point where the Marshall/Wetzel County line meets the Ohio River, thence due east following the aforementioned Marshall/Wetzel County line 7.7 miles, thence north 17° west 2 miles, thence north 44° west 2 miles, thence north 54° west 1½ miles, thence north 1.4 miles, thence north 41° west 1 mile, thence north 70° west 2.25 miles, thence west 1 mile to a point on the east bank of the Ohio River, thence in a southerly direction following the meandering east bank of the Ohio River to the point where the Marshall/Wetzel County line meets the Ohio River from which beginning.

(c) That the purpose of the said Public Service District shall be to construct or adquire by purchase or otherwise, and maintain, operate and extend public service properties and facilities which supply water and sewage services within the boundaries of the Public Service District and beyond such boundaries to the extent permitted by law.

(d) That the territory described above which will be the public service boundaries of the proposed Public Service District does not include within such boundaries the territory of any other Public Service District organized pursuant to the provisions of Article 13A of Chapter 16 of the West Virginia Code.

(e) That the territory described above which will be the territory of the proposed Public Service District does not inlcude within the said boundaries the territory of any incorporated towns, cities or other municipal corporations.

Section 3. That on March 3, 19 87, at the hour of 1:30 o'clock ~~a.m.~~/p.m., the Wetzel County Commission shall meet in the County Courthouse at New Martinsville, West Virginia, for the purpose of conducting a public hearing on the creation of the proposed Public Service District at which time and place all persons residing in or owning or having any interest in property in the territory of the proposed Public Service District may appear before this County Commission and shall be provided an opportunity to be heard for or against the creation of the proposed Public Service District, and at such hearing, this County Commission shall consider and determine the feasibility of the creation of the proposed Public Service District.

Section 4. That the Wetzel County Commission is hereby authorized and directed to cause notice of such hearing in substantially the form included hereafter to be published on February 18, 19 87, in the Wetzel Chronicle, a newspaper of general circulation and published in Wetzel County, and to be posted and displayed in at least five (5) conspicuous places in the territory of the proposed Public Service District beginning on February 15, 19 87.

The MOUNDSVILLE DAILY ECHO

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA,
COUNTY OF MARSHALL, to wit:

I, Alleah Fahey, being first duly sworn upon my oath, do depose and say:

— that I am Legal Advertising Manager of the MOUNDSVILLE DAILY ECHO, an independent Democratic newspaper;

— that I have been duly authorized by the publisher, Samuel Shaw, to execute this affidavit;

— that such newspaper has been published for over 93 years, is regularly published afternoons daily except Sundays, for at least fifty weeks during the calendar year, in the municipality of Moundsville, Marshall county, West Virginia;

— that such newspaper is a newspaper of "general circulation" as defined in Art. 3, Chap. 50 of the Code of West Virginia 1931 as amended, within Moundsville and Marshall county;

— that such newspaper averages in length four or more pages, exclusive of any cover, per issue;

— that such newspaper is circulated to the general public at a definite price or consideration;

— that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature and for current happenings, announcements, miscellaneous reading matters, advertisements and other notices;

— and that the annexed notice described as follows:

PARTY(ies) Wetzel County Comm.

NATURE (and agency if heard before one)

Public Hearing

CERTIF-BILL TO

Wetzel County Courthouse
New Martinsville, WV 26155

WAS PUBLISHED IN SAID NEWSPAPER AS FOLLOWS:

TIMES	DATES
1	Feb. 18, 1987

By WORDS	OR By INCHES	PUBLICATION CHARGES
	16½	$34.98

(signed) Alleah Fahey

NOTARIZATION

Taken, sworn to and subscribed before me this 19 day of February, 1987

Eileen Clark
Notary public
Marshall Co.

MR 19 6492 E00034.98
MR 19 6492 E00034.98CA

—LEGAL NOTICE

NOTICE OF PUBLIC HEARING ON THE CREATION OF THE GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Notice is hereby given that the Wetzel County Commission has upon its own order duly adopted the proposed creation of a Public Service District within Wetzel and Marshall Counties, West Virginia, for the purpose of constructing, acquiring by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying water and sewage services within the boundaries of the said Public Service District and beyond such properties to the extent permitted by law; to be named the "Grandview-Doolin Public Service District" and having the following described boundaries:

The territory to be included in the said Public Service District shall include the territory located within the boundaries of Proctor and Magnolia Tax Districts, Wetzel County, West Virginia, (exclusive of those areas presently being served by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County, West Virginia, which portions thereof are described as follows:

(The description provided is approximate and may vary more or less from that which is indicated.)

BEGINNING at a point where the Marshall-Wetzel County line meets the Ohio River, thence due east following the aforementioned Marshall-Wetzel County line 7.7 miles, thence north 17° west 2 miles, thence north 44° west 2 miles, thence north 54° west 1½ miles, thence north 1.4 miles, thence north 41° west 1 mile, thence north 70° west 2.25 miles, thence west 1 mile to a point on the east bank of the Ohio River, thence in a southerly direction following the meandering east bank of the Ohio River to the point where the Marshall-Wetzel County line meets the Ohio River from which beginning.

All persons residing in or owning or having any interest in property in the territory of the proposed Public Service District are hereby notified that the County Commission of Wetzel County will conduct a

—LEGAL NOTICE—

NOTICE OF PUBLIC HEARING ON THE CREATION OF THE GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Notice is hereby given that the Wetzel County Commission has upon its own order duly adopted the proposed creation of a Public Service District within Wetzel and Marshall Counties, West Virginia, for the purpose of constructing, acquiring by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying water and sewage services within the boundaries of the said Public Service District and beyond such properties to the extent permitted by law; to be named the "Grandview-Doolin Public Service District" and having the following described boundaries:

The territory to be included in the said Public Service District shall include the territory located within the boundaries of Proctor and Magnolia Tax Districts, Wetzel County, West Virginia, (exclusive of those areas presently being served by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County, West Virginia, which portions thereof are described as follows:

(The description provided is approximate and may vary more or less from that which is indicated.)

BEGINNING at a point where the Marshall-Wetzel County line meets the Ohio River, thence due east following the above mentioned Marshall-Wetzel County line 7.7 miles, thence north 17° west 1 miles, thence north 4° west 1 miles, thence north 34° west 1¼ miles, thence north 1.4 miles, thence north 41° west 1 mile, thence north 70° west 1.25 miles, thence west ½ mile to a point on the east bank of the Ohio River, thence in a southerly direction following the meandering east bank of the Ohio River to the point where the Marshall-Wetzel County line meets the Ohio River from which beginning.

All persons residing in or owning or having any interest in property in the territory of the proposed Public Service District are hereby notified that the County Commission of Wetzel County will conduct a public hearing on MARCH 3, 1980, at 1:30 o'clock p.m. in the County Courthouse at New Martinsville, West Virginia, at which time and place all parties may appear before the County Commission and shall be provided the opportunity to be heard for or against the creation of the proposed Public Service District.

Section 4. That the Wetzel County Commission hereby orders that the Clerk of the said County Commission shall cause a copy of this order to be forwarded by certified mail to the Clerk of the Marshall County Commission as is required by Article 11A of Chapter 16 of the West Virginia Code in cases where a County Commission proposes the creation of a Public Service District which is in more than one county and wherein such County Commission calls for a public hearing on the matter.

By order of the Wetzel County Commission this day February 18, 1980.

WETZEL COUNTY COMMISSION

DAVID L. GODDARD
President

SHIRLEY H. WAYT
Commissioner

FREDERICK E. WILCO
Commissioner

ATTEST:
MARY RIGGENBACH,
County Clerk

PUBLISH: February 18

Wetzel County Commission

MARY RIGGENBACH,
County Clerk

CAROL HAUGHT,
Deputy

455-1390
P. O. Box 156,
New Martinsville, WV

New Martinsville, WV 26155

DAVID L. GODDARD, President
New Martinsville, WV 26155

SHIRLEY H. WAYNE, Commissioner
Pine Grove, WV 26419

FREDERICK E. WILCOX, Commissioner
New Martinsville, WV 26155

SESSIONS:
1ST TUESDAY JANUARY
1ST TUESDAY APRIL
3RD TUESDAY JULY
1ST TUESDAY OCTOBER

ANTHONY M. PARKS,
Coordinator
455-2545

March 4, 1987

Mrs. Norma Glover Sine
Clerk Marshall County Commission
Courthouse
Moundsville, WV 26041

Dear Mrs. Sine:

Enclosed find copy of A Resolution and Order Creating the Grandview-Doolin Public Service District in Wetzel and Marshall Counties West Virginia, which was signed by the Commission on March 3, 1987. This copy is for your file.

Thank you for your help in this matter.

Sincerely,

Mary Riggenbach

Mary Riggenbach, Clerk

A RESOLUTION AND ORDER CREATING THE GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT IN WETZEL AND MARSHALL COUNTIES WEST VIRGINIA

FILED
NORMA GLOVER SINE, CLERK
MAR 5 1987
COUNTY COMMISSION OF MARSHALL COUNTY, W. VA.
FEE PAID

WHEREAS, the County Commission of Wetzel County, West Virginia, did heretofore by Resolution and Order dated February 10, 19 87, find and declare, among other things, that the said County Commission is in agreement with the request of the Board of Directors of the Grandview-Doolin Water Association that the formation of a Public Service District to replace the said Association's existing organizational arrangement will function to enhance the long-term, continued operation of the water system, and better define proper operation and management functions and responsibilities, as well as be conducive to the preservation of public health, comfort and convenience of the residents of the said area; and,

WHEREAS, the said Resolution and Order adopted by the Wetzel County Commission dated February 10, 19 87, found and declared that in consideration of the above conditions and the provisions of Article Thirteen A of Chapter Sixteen of the Code of West Virginia, the said County Commission did upon its own order duly adopted propose the creation of a Public Service District in Wetzel and Marshall Counties, West Virginia; and,

WHEREAS, the said Resolution and Order adopted by the Wetzel County Commission dated February 10, 19 87, fixed a date of hearing on the creation of the proposed "Grandview-Doolin Public Service District" and in and by such order provided that all persons residing in or owning or having any interest in property in the proposed Public Service District might appear before the said County Commission at this hearing and be provided the opportunity to be heard for or against the creation of the proposed Public Service District; and,

WHEREAS, notice of this hearing was duly given in the manner provided and required by the said Resolution and Order of the Wetzel County Commission dated February 10, 19 87, and by Article Thirteen A of Chapter Sixteen of the Code of West Virginia, and pursuant to the requirements of the above Resolution and Order the said County Commission ordered the Clerk to cause a copy

of the said order to be forwarded by certified mail to the Clerk of the Marshall County Commission as is required by Article Thirteen A of Chapter Sixteen of the Code of West Virginia in cases where a county commission proposes the creation of a Public Service District situated in more than one county and when such county commission calls for a public hearing on the matter; and,

WHEREAS, on March 3, 19 87, at 1:30 o'clock ~~xxxx~~/p.m. the Wetzel County Commission met at the Courthouse in New Martinsville, West Virginia, to conduct a public hearing on the proposal to create the "Grandview-Doolin Public Service District", and all interested persons were afforded the opportunity to be heard for or against the creation of the proposed Public Service District; and,

WHEREAS, the County Commission of Wetzel County, West Virginia, has determined that the creation of the proposed Public Service District is proper and warranted, and it is now deemed desirable by the said County Commission to adopt a Resolution and Order creating the proposed Public Service District.

NOW, THEREFORE, BE IT and It is Hereby Resolved and Ordered by the County Commission of Wetzel County, West Virginia as follows:

Section 1. That a Public Service District within Wetzel and Marshall Counties, West Virginia, is hereby created and that the said Public Service District so created shall have the name and corporate title of the "Grandview-Doolin Public Service District", and shall constitute a public corporation and political subdivision of the State of West Virginia having all the rights and power conferred upon public service districts by the laws of the State of West Virginia, and particularly Article Thirteen A of Chapter Sixteen of the Code of West Virginia.

Section 2. That the territory to be included in the Public Service District so created shall be as follows:

The territory to be included in the said Public Service District shall include the territory located within the boundaries of Proctor and Magnolia Tax Districts, Wetzel County, West Virginia, (exclusive of those areas presently being servied by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County, West Virginia, which portions thereof are described as follows:

(The description provided is approximate and may vary more or less from that which is indicated.)

> BEGINNING at a point where the Marshall/Wetzel County line meets the Ohio River, thence due east following the aforementioned Marshall/Wetzel County line 7.7 miles, thence North 17° West 2 miles, thence North 44° West 2 miles, thence North 54° West 1½ miles, thence North 1.4 miles, thence North 41° West 1 mile, thence North 70° West 2.25 miles, thence West 1 mile to a point on the east bank of the Ohio River, thence in a southerly direction following the meandering east bank of the Ohio River to the point where the Marshall/ Wetzel County line meets the Ohio River from which beginning.

Section 3. That the purpose of the said Public Service District shall be to construct or acquire by purchase or otherwise, and maintain, operate and extend public service properties and facilities which supply water and sewage services within the boundaries of the Public Service District and beyond such boundaries to the extent permitted by law.

Section 4. That the territory described above which will be the public service boundaries of the proposed Public Service District does not include within such boundaries the territory of any other public service district organized pursuant to the provisions of Article Thirteen A of Chapter Sixteen of the Code of West Virginia.

Section 5. That the territory described above which will be the public service boundaries of the said Public Service District does not include within the said boundaries the territory of any incorporated towns, cities or other municipal corporations, or areas now being served by same.

Section 6. That the County Commission of Wetzel County, West Virginia, has determined that the territory within Wetzel and Marshall Counties, West Virginia, having the heretofore described boundaries, is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of public service properties supplying both water and sewage services within such territory by the said Public Service District will be conducive to the public health, comfort and convenience of such area.

Section 7. That the Wetzel County Commission hereby orders that the Clerk of the said County Commission shall cause a copy of this Order to be forwarded by certified mail to the Clerk of the Marshall County Commission as is required by

Article Thirteen A of Chapter Sixteen of the Code of West Virginia.

By Order of the Wetzel County Commission this day March 3, 1987.

WETZEL COUNTY COMMISSION

David L. Goddard
DAVID L. GODDARD, President

Shirley H. Wayne
SHIRLEY H. WAYNE, Commissioner

Frederick E. Wilcox
FREDERICK E. WILCOX, Commissioner

ATTEST:

Mary Riggenbach
Mary Riggenbach
COUNTY CLERK

CLERK'S OFFICE

Marshall County Commission

P. O. DRAWER 439

NORMA GLOVER SINE, COUNTY CLERK
Moundsville, West Virginia 26041

TELEPHONE 845-1220 EXT. 220

I, Norma Glover Sine, Clerk of the County Commission of Marshall County, West Virginia do hereby certify that the foregoing documents are true and exact copies of the originals as they appear in my office and I further certify that Notice of Public Hearing was properly posted in accordance with the West Virginia State Code in Marshall County West Virginia.

Given under my hand this 23rd day of March, 1988.

Norma Glover Sine
Clerk of the Marshall County Commission

by: Janet L Post
Chief Deputy

IN RE: PUBLIC SERVICE COMMISSION OF WV--NOTICE OF HEARING--GRANDVIEW-DOOLIN WATER ASSOCIATION

County Commission received two copies of Order from Howard M. Cunningham, Executive Secretary, Public Service Commission of WV, which order entered by the Commission today which schedules the application of Grandview-Doolin Water Association of Wetzel County Commission for hearing before Chief Administrative Law Judge Arnold O. Weiford to be held in the County Commissioners' Court Room, Wetzel County Court House, New Martinsville, West Virginia, on Monday, September 21, 1987 at 1:00 P.M.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA, in the City of Charleston on the 19th day of August, 1987.

CASE NO. 86-607-W-PC

WETZEL COUNTY COMMISSION
Request for permission to create Grandview-Doolin Public Service District in Wetzel and Marshall Counties to serve the area of the Grandview-Doolin Water Association.

NOTICE OF HEARING

On October 24, 1986, the Wetzel County Commission filed a request with the Public Service Commission for permission to create the Grandview-Doolin Public Service District to include the territory located within the boundaries of Proctor and Magnolia Tax Districts, Wetzel County (exclusive of those areas presently being served by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County.

Pursuant to Section 16-13A-2, West Virginia Code, IT IS ORDERED that this matter be set for hearing before Chief Administrative Law Judge Arnold O. Weiford to be held in the County Commissioners' Court Room, Wetzel County Court House, New Martinsville, West Virginia, on Monday, September 21, 1987, at 1:00 p.m., EDST., at which time and place the Wetzel County Commission shall appear and prosecute said application. Leave is hereby granted to anyone interested to file objection to said application at any time on or before said date or at said hearing.

to serve as Committee for Effie M. O'Dell. Petitioner has visited said Effie M. O'Dell. Petitioner has visited said Effie M. O'Dell and is concerned about Effie O'Dell's condition.

2. The Respondent is a widow and has no childred or decedents.

3. Notice of this hearing, as well as a copy of the Petition, was duly served on the Respondent, and the Respondent's closest known relatives, i.e., her brother, Howard Milton, and her sister, Hazel Willard, at least ten (10) days prior to this hearing, and return of service and return receipts are hereby filed.

4. The Respondent is 79 years of age and suffers from maladies characteristic of such advanced years, rendering her physically and mentally impaired, and unable to attend this hearing, according to the affidavit of her examining physician, Ralph H. Boone, M.D., said affidavit of Ralph H. Boone, M.D., treating physician of Effie M. O'Dell, is hereby filed.

5. The Respondent is unable to manage her business affairs and she is unable to care for her physical well-being.

6. That, according to Affidavits signed by the brother, Howard Milton, and sister, Hazel Williard, the closest known relatives of said Respondent, both said brother and said sister are in ill health and live at great distances from said Respondent, so as to render them unable to act as Committee for said respondent, and accordingly, have asked that the Petitioner be appointed as said committee for the said Effie M. O'Dell. Said Affidavits of Howard Milton and Hazel Williard are hereby filed.

7. Sharon L. Bearce, William J. Pegg, Kenneth Pegg, Rodney Miller, Opal M. Dotson, and Mary R. Huggins, Witnesses, who were duly sworn, gave evidnece at the bar of the Commission in the presence of said Guardian Ad Litem, touching and concerning the matters involved in said petition and application.

The Commission is of the opinion that the evidence is sufficient to sustain the charges contained in said petition and that the prayer of said Petitioner should be granted, that the said Effie M. O'Dell is incapacitated and incompetent, both physically and mentally, from attending to and transacting her business and that a Committee should be appointed for said Effie M. O'Dell.

It is accordingly ADJUDGED and ORDERED that Mary R. Huggins be named as Committee for Effie M. O'Dell in her name, place and stead, to ask, demand, sue for, recover and receive, of and from all corporations, associations, and persons whatsoever, all and every sum or sums of money due and owing, or that may become due and owing to the said Effie M. O'Dell on any and every account, and give receipts for the same, or at the her discretion, to compound or compromise for the same and give discharges; to sign any bond, deed, obligation, contract or other paper; to endorse promissory notes, and renew the same from time to time; to draw upon any bank or banks, or savings and loan companies or associations, or any corporation, association, or individuals for any sum or sums of money that may be to Effie M. O'Dell's credit, or which she may be intitled to receive; to sell any part of Effie M. O'Dell's real or personal property, wheresoever situate, to make all necessary covenants, warranties, and assurances; and to sign, seal acknowledge, and deliver the same; to do all such other acts, matters, and things in relative to all or any part of or interest in Effie M. O'Dell's property, estate, affairs, medical and phychological care, or business of any kind or description in the State of West Virginia, or elsewhere, as Effie M. O'Dell could do hereself were she competent.

IT IS ORDERED that the Secretary of the Public Service Commission give notice of the filing of said application and of the time and place of hearing thereon by publishing a copy of this order in a newspaper, duly qualified by the Secretary of State, published and of general circulation in each of the Counties of Wetzel and Marshall, one time between the date hereof and September 10, 1987.

A True Copy, Teste:

s/ Howard M. Cunningham
Howard M. Cunningham
Executive Secretary

(Letter filed)

ooOoo

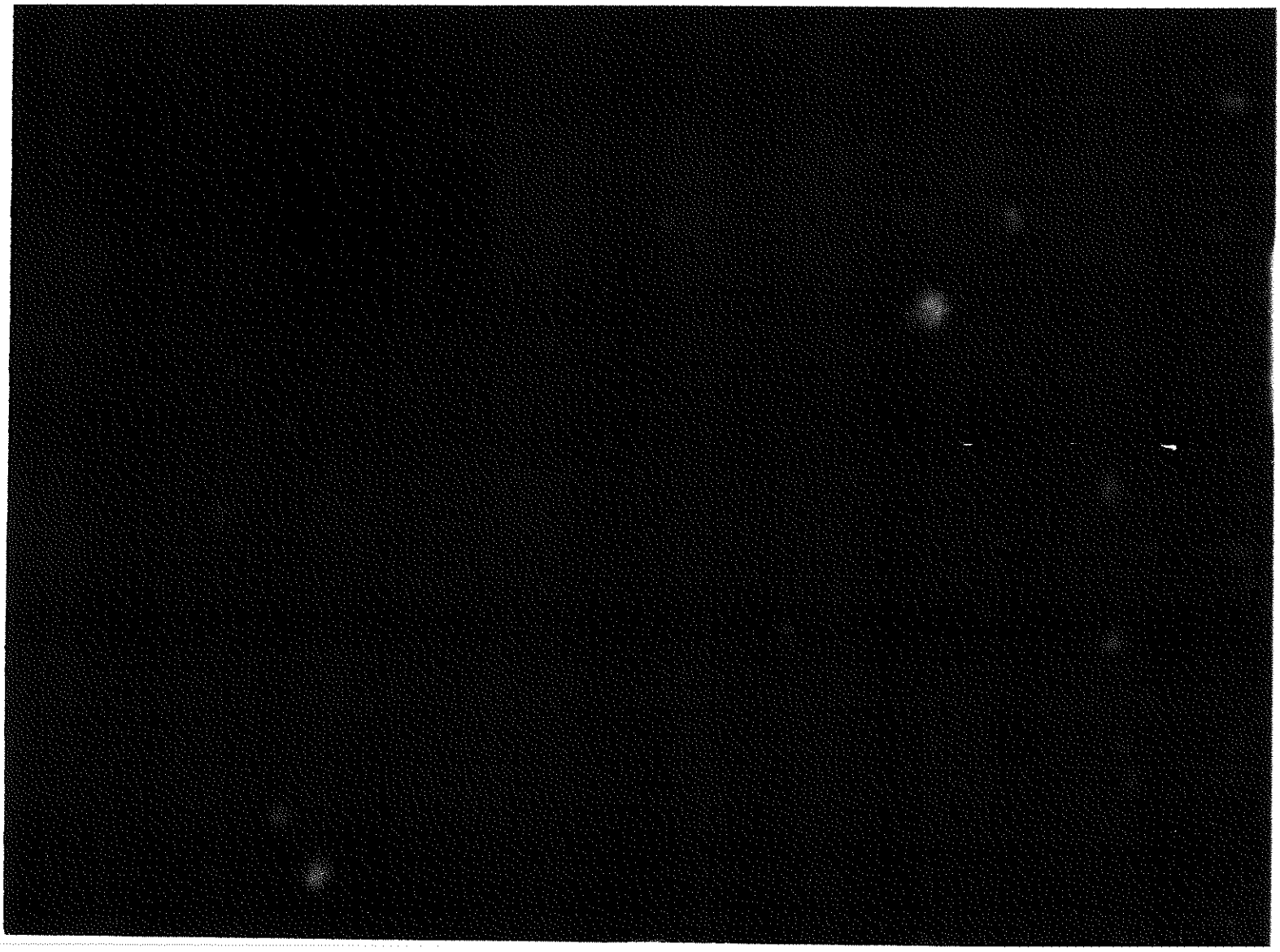
WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISISONERS ORDER Book No. 36 at Page No. 82 of said records.

Given under my hand and Seal of said Office this 22nd day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission



IN RE: CASE NO. 86-607-W-PC--REQUEST FOR PERMISSION TO CREAT GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT IN WETZEL AND MARSHALL COUNTIES TO SERVE THE AREA OF THE GRANDVIEW DOOLIN WATER ASSOCIATION--ADMINISTRATIVE LAW JUDGE'S DECISION

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
9-15-88

Entered: August 26, 1988

CASE NO. 86-607-W-PC

WETZEL COUNTY COMMISSION
Request for permission to create Grandview-Doolin Public Service District in Wetzel and Marshall Counties to serve the area of the Grandview-Doolin Water Association.

ADMINISTRATIVE LAW JUDGE'S DECISION

PROCEDURE

On October 24, 1986, the Wetzel County Commission filed a request with the Public Service Commission for permission to create the Grandview-Doolin Public Service District to include the territory located within the boundaries of Proctor and Magnolia Tax Districts, Wetzel County (exclusive of those areas presently being served by the water systems of New Martinsville and Paden City) and portions of the Franklin and Meade Tax Districts of Marshall County. Publication of the proposed District was published in the Wetzel Chronicle and the Moundsville Daily Echo on February 18, 1987.

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISSIONERS ORDER Book No. 36 at Page No. 453 of said records.

Given under my hand and Seal of said Office this 22nd day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission

IN RE: FREDERICK M. DEAN ROHRIG--ROHRIG & HICKS--FRIENDLY PUBLIC SERVICE DISTRICT

Frederick M. Dean Rohrig, Rohrig & Hicks, met with the Commission to present a Petition and Order for the Comissission's consideration of the enlargement of the Friendly Public Service District and the reduction of the Grandview-Doolin Public Service District.

Mr. Rohrig presented an Order requesting the Commission set the date for a Public Hearing for public comment pursuant to Chapter 16, Article 13A of the WV Code of WV of 1931, as amended, relative to the enlargement of Friendly Public Service District as to include therein addtional areas in Magnolia Magisterial District of Wetzel County, West Virginia and the reduction of the Grandview-Doolin Public Service District by the same area. He also presented the Commission a plat of the said area.

On motionof Barbara A. King, seconded by Larry W. Yoho and unanimously approved, the Commission set the date of July 23, 1996 at 10:00 A. M. to hear public comment regarding the enlargement of the Friendly Public Service District and the reduction of the Grandview-Doolin Public Service District.

(Petition-Filed)

IN THE COUNTY COMMISSION OF WETZEL COUNTY, WEST VIRGINIA

IN RE:

FRIENDLY PUBLIC SERVICE DISTRICT ENLARGEMENT
AND
REDUCTION OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

ORDER

On the 18th day of June, 1996, came Friendly Public Service District, by its Counsel, Frederick M. Dean Rohrig, who filed the joint petition of the Friendly Public Service District and Grandview-Doolin Public Service District. Thereafter Mr. Rohrig urged the Commission to enter an Order proposing to enlarge the Friendly Public Service District so as to include within the same, areas in Magnolia Magisterial District of Wetzel County, West Virginia, currently within Grandview-Doolin Public Service District, as more fully described in a written description and upon a plat, which are attached hereto as Exhibits "A" and "B".

It appearing to the Commission that the additional areas sought to be embraced by Friendly Public Service District are sufficiently described in the Exhibits; and it further appearing that the territory within the proposed enlargement is not embraced within the corporation limits of any municipality; and it appearing further by said petition that the territory of the proposed enlargement is currently embraced by the Grandview-Doolin Public Service District of Wetzel County which desires to abandon such territory to the Friendly Public Service District; and it further appearing to the Commission that is necessary, feasible, and proper to enlarge the said Friendly Public Service District so as to include the areas described in the Exhibits; thereby reducing the boundaries of Grandview-Doolin Public Service District; and it further appearing that this Commission is authorized by Chapter 16, Article 13A, Section 2 of the Code of West Virginia of 1031, as amended, to consider the enlargement and reduction of said districts, this Commission does accordingly, on its own motion, ORDER as follows:

1) That on July 23, 1996, at the hour of 10:00 o'clock, A. M., this Commission shall meet in the Wetzel County Courthouse, New Martinsville, West Virginia, for the purpose of conducting a public hearing pursuant to Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended, relative to the enlargement of Friendly Public Service District so as to include therein additional areas in Magnolia District of Wetzel County, West Virginia and the reduction of the Grandview-Doolin Public Service District by the same area, hereinafter more fully described, as shown on the Exhibits "A" and "B" attached hereto, at which time and place all persons residing in or owning or having any interest in property in said districts, may appear before this Commission and shall have an opportunity to be heard for and against the enlargement and reduction of said public service

Districts, and at such hearing this Commission shall consider and determine the feasibility of the enlargement of Friendly Public Service District and the reduction of Grandview-Doolin Public District and whether such boundary modifications, in order to furnish water service, will be conducive to the public health, comfort and convenience.

2) That the Clerk of the County cause notice of such hearing, substantially in the form hereinafter set out, to be published in the Wetzel Chronicle at least once prior to the date of said hearing, which publication shall be not less than ten (10) days prior to such hearing and which said notice shall be substantially in the following form:

NOTICE OF PUBLIC HEARING RELATIVE TO THE
ENLARGEMENT OF FRIENDLY PUBLIC SERVICE DISTRICT
AND REDUCTION OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Notice is hereby given that the County Commission of Wetzel County, West Virginia, by order entered of its own motion, has ordered to be held, a public hearing regarding the enlargement of Friendly Public Service District so as to include in the said public service district, for purposes of providing water service, areas in Magnolia Magisterial District of Wetzel County, West Virginia, and to reduce the boundaries of the Grandview-Doolin Public Service District by the same area.

The areas sought to be enlarged and reduced by said public service districts for purposes of providing water service are located in the District of Magnolia, County of Wetzel, State of West Virginia, and are more particularly described by metes and bounds as follows:

See Attached Exhibit "A" for more particular description.

All persons residing in, or owning, or having any interest in property in said districts are hereby notified that the County Commission of Wetzel County, West Virginia will conduct a public hearing on July 23, 1996 at 10:00 o'clock A.M., in the County Commission Room of the Wetzel County Courthouse at New Martinsville, Wetzel Virginia, at which time and place all interested persons may

of C. R. #26 and its meanders thereof.

Thence, from said point of beginning with the south-easterly corporation limit line of Paden City in a north-easerly direction approximately 2,900 feet to a point located at the easterly most corner of the Paden City corporation limit; Thence,projecting an extension of the north-easterly corporation limit line of Paden City in a south-easterly direction approximately 500 feet to a point on top of a ridge facing the right ascending bank of the Ohio River; Thence, following the top of said ridge approximately 4,000 feet to a point; Thence, continuing with said ridge in an easterly direction approximately 5,400 feet to a point, said point being located approximately 500 feet due south of the centerline of S.R. #2 and approximately 1,650 feet sout-west of the intersection of Lively Run and the centerline of S. R. #2. Thence, leaving said ridge and crossing Lively Run in an easterly direction approximately 2,700 feet to a point on another ridge facing the right ascending bank of the Ohio River; Thence, with said ridge in a north- easterly direction 1,700 feet to a point located 400 feet north-west of the centerline of WV S. R. #180 and located approximately 2,750 feet north-east of the intersection of the centerline of S. R. #2 and Lively Run; Thence, leaving said ridge and running 400 feet north-west of and parallel with the centerline 600 feet to a point in a run; Thence, following said run in an easterly direction approximately 2,400 feet to a point where said run intersects with a power line, at 400 feet crossing the centerline of S. R. #180; Thence, following said power line in a north-easterly direction approximately 3,600 fett to its intersection with the centerline of New Martinsville Ridge Road (C.R. #30); Thence, leaving the centerline of C. R. #30, in a easterly direction approximately 860 feet to a point inthe centerline of the main track of the railroad track runnning parallel with Fishing Creek, said point being located on the westerly side of the creek; Thence, following the centerline of said track and its meanderings thereof, first in a south-westerly direction approximately 5,000 feet to a point; Thence, leaving the centerline of said tract, in a southerly direction approximately 1,640 feet to a point in a run, said point being located north-east of and on the perpendicular approximately 3,000 feet distant from the centerline of C.R. #30; Thence, in a south-easterly direction approximately 4,680 feet to a point located on the Magnolia-Green Magisterial District Line, said being located north-east of and on the perpendicular approximately 3,000 feet distant from the centerline of C.R. #30; Thence, with the Magnolia-Green Magisterial District Line approximately 3,000 feet to a point on a ridge, the westerly common corner of said districts, said point is further described as being located onthe Tyler (Ellsworth Magisterial District) - Wetzel County boundary line and situated east of and on the perpendicular approximately 440 feet distant from the centerline of C.R. #30; Thence, with the Tyler-Wetzel County boundary line and a ridge in a north-westerly direction approximately 2,125 feet to a point in the centerline of C.R. #30 where the ridge intersects said road; Thence, continuing with the Tyler-Wetzel County boundary line and the centerline of C. R. #30 approximately 700 feet to a point where the north-easterly projection of the Tyler-Wetzel County boundary line intersects the said C.R. #30, said point being a common corner to Tyler and Wetzel Counties; Thence, with said Tyler-Wetzel County boundary line in a south-westerly direction approximately 12,400 feet to a point, said point being a common corner to Tyler and Wetzel Counties; Thence, with the Tyler-Wetzel County boundary line in a north-westerly direction approximately 15,000 feet to a point located on the south-easterly corporation limit line of Paden City. Thence, leaving said Tyler-Wetzel County boundary line and with the south-easterly corporation limit line of Paden City in a north-easterly direction approximately 1,350 feet to the place of beginning.

(Petition Filed)

ooOoo

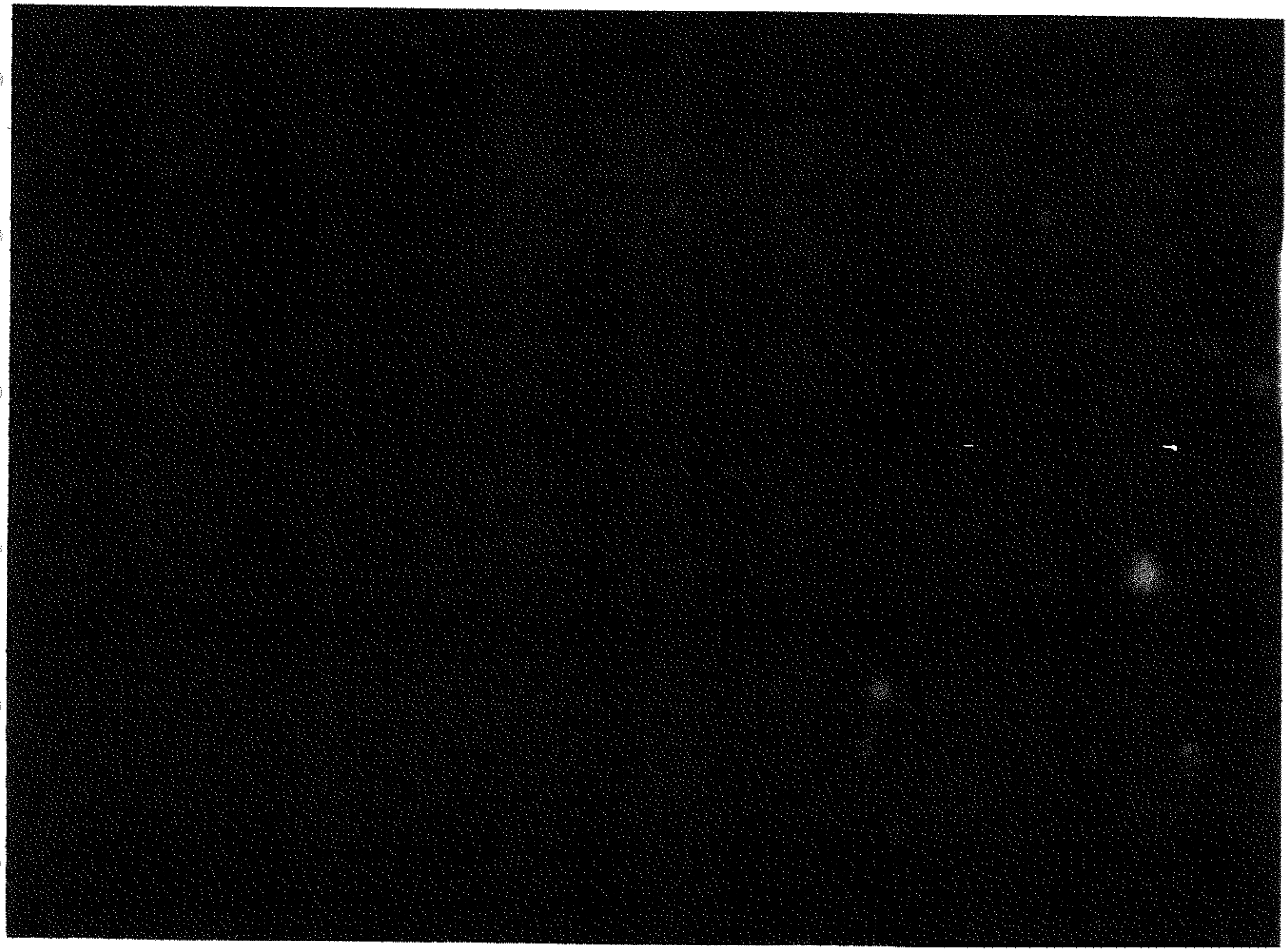
WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISSIONERS ORDER Book No. 42 at Page No. 384 of said records.

Given under my hand and Seal of said Office this 22nd day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission



NOTICE OF PUBLIC HEARING RELATIVE TO THE ENLARGEMENT OF FRIENDLY PUBLIC SERVICE DISTRICT AND REDUCTION OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Notice is hereby given that the County Commission of Wetzel County West Virginia, by order entered of record on its own motion, has ordered to be helc public hearing regarding the enlargement of Friendly Public Service District so as t include in the said public service district, for purposes of providing water service, a in Magnolia Magisterial District of Wetzel County, West Virginia, and to reduce the boundaries of the Grandview-Doolin Public Service District by the same area.

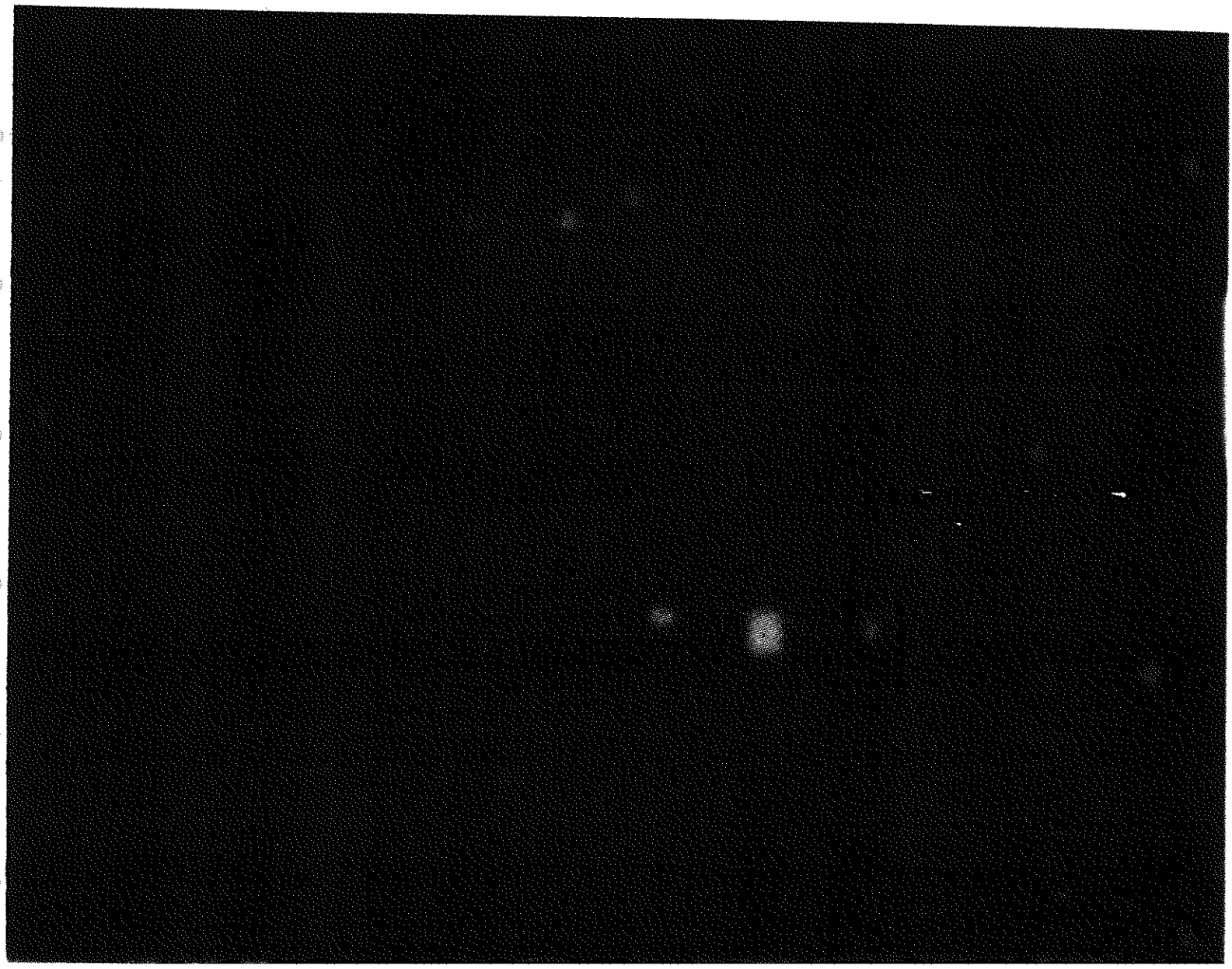
The areas sought to be enlarged and reduced by said public service districts for purposes of providing water service are located in the District of Magno County of Wetzel, State of West Virginia, and are more particularly described by me and bounds as follows:

IN RE: ROHRIG & HICKS--FRIENDLY PUBLIC SERVICE DISTRICT

(Copy of Notice of Public Hearing for the Enlargement of Friendly Public Service and the Reduction of Grandview-Doolin Public Service District for Wetzel County-Filed)

Copy of Friendly Public Service Distirct Enlargement Order for Tyler County-Filed)

ooOoo



Beginning at a point in the centerline of Paden Fork Road (C.R #26) where the south-easterly corporation limit line of Paden Cit intersects said C.R. #26. Said point is further described as bein located approximately 2,625 feet in a north-easterly direction fro the intersection of C.R. #26 and State Route #2 along th centerline of C.R. #26 and its meanders thereof.

Thence, from said point of beginning with the south-easterl corporation limit line of Paden City in a north-easterly directio approximately 2,900 feet to a point located at the easterly mos corner of the Paden City corporation limit; Thence, projecting a extension of the north-easterly corporation limit line of Pade City in a south-easterly direction approximately 500 feet to a point on top of a ridge facing the right ascending bank of the Ohio River; Thence, following the top of said ridge approximately 4,000 feet to a point; Thence, continuing with said ridge in an easterly direction approximately 5,400 feet to a point, said point being located approximately 500 feet due south of the centerline of S.R. #2 and approximately 1,650 feet south-west of the intersection of Lively Run and the centerline of S.R. #2. Thence, leaving said ridge and crossing Lively Run in an easterly direction approximately 2,700 feet to a point on another ridge facing the right ascending bank of the Ohio River; Thence, with said ridge in a north-easterly direction 1,700 feet to a point located 400 feet north-west of the centerline of WV S.R. #180 and located approximately 2,750 feet north-east of the intersection of the centerline of S.R. #2 and Lively Run; Thence, leaving said ridge and running 400 feet north-west of and parallel with the centerline of WV S.R. #180 in a north-easterly direction approximately 600 feet to a point in a run; Thence, following said run in an easterly direction approximately 2,400 feet to a point where said run intersects with a power line, at 400 feet crossing the centerline of S.R. #180; Thence, following said power line in a north-easterly direction approximately 3,600 feet to its intersection with the centerline of New Martinsville Ridge Road (C.R. #30); Thence, leaving the centerline of C.R. #30, in a easterly direction approximately 860 feet to a point in the centerline of the main track of the railroad track running parallel with Fishing Creek, said point being located on the westerly side of the creek; Thence, following the centerline of said track and its meanderings thereof, first in

a south-westerly direction and then in a south easterly direction approximately 5,000 feet to a point; Thence, leaving the center-line of said track, in a southerly direction approximately 1,640 feet to a point in a run, said point being located north-east of and on the perpendicular approximately 3,000 feet distant from the centerline of C.R. #30; Thence, in a south-easterly direction approximately 4,680 feet to a point located on the Magnolia-Green Magisterial District Line, said point being located north-east of and on the perpendicular approximately 3,000 feet distant from the centerline of C.R. #30; Thence, with the Magnolia-Green Magisterial District Line approximately 3,000 feet to a point on a ridge, the westerly common corner of said districts, said point is further described as being located on the Tyler (Ellsworth Magisterial District) - Wetzel County boundary line and situated east of and on the perpendicular approximately 440 feet distant from the centerline of C.R. #30; Thence, with the Tyler-Wetzel County boundary line and a ridge in a north-westerly direction approximately 2,125 feet to a point in the centerline of C.R. #30 where the ridge intersects said road; Thence, continuing with the Tyler-Wetzel County boundary line and the centerline of C.R. #30 approximately 700 feet to a point where the north-easterly projection of the Tyler-Wetzel County boundary line intersects the said C.R. #30, said point being a common corner to Tyler and Wetzel Counties; Thence, with said Tyler-Wetzel County boundary line in a south-westerly direction approximately 12,400 feet to a point, said point being a common corner to Tyler and Wetzel Counties; Thence, with the Tyler-Wetzel County boundary line in a north-westerly direction approximately 15,000 feet to a point located on the south-easterly corporation limit line of Paden City. Thence, leaving said Tyler-Wetzel County boundary line and with the south-easterly corporation limit line of Paden City in a north-easterly direction approximately 1,350 feet to the place of beginning.

All persons residing in, or owning, or having any interest in property in said districts are hereby notified that the County Commission of Wetzel County, West Virginia will conduct a public hearing on July 23, 1996, at 10:00 o'clock a,m., in the County Commission Room of the Wetzel County Courthouse at New Martinsville, West Virginia, at which time and place all interested persons may appear before said County Commission and shall have an opportunity to be heard for and against the enlargement of Friendly Public Service District and the reduction of Grandview-Doolin Public Service District, at which time and place the County Commission of Wetzel County, West Virginia shall determine whether it is necessary, feasible, and proper to enlarge and reduce the said districts, and whether the enlargement and reduction of said districts will be conducive to the preservation of public health, comfort and convenience of such area.

/s/ Mary Riggenbach

Clerk of the County Commission
of Wetzel County, West Virginia

IN THE COUNTY COMMISSION OF TYLER COUNTY, WEST VIRGINIA

IN RE:

FRIENDLY PUBLIC SERVICE DISTRICT ENLARGEMENT

ORDER

On the 25th day of June, 1996 came Friendly Public Service District, by its Counsel, and urged the Commission to enter an Order proposing to enlarge the District so as to include within the same, areas in Magnolia Magisterial District of Wetzel County, West Virginia, as more fully described in a written description and upon a plat, which are attached hereto as Exhibits "A" and "B".

It appearing to the Commission that the additional areas sought to be embraced by Friendly Public Service District are sufficiently described in the Exhibits; and it further appearing that the territory within the proposed enlargement is not embraced within the corporate limits of any municipality; and it appearing further by said petition that the territory of the proposed enlargement is currently embraced by the Grandview-Doolin Public Service District of Wetzel County which desires to abandon such territory to the petitioner; and it further appearing to the Commission that it is necessary, feasible, and proper to enlarge the said Friendly Public Service District so as to include the areas described in the Exhibits; and it further appearing that this Commission is authorized by Chapter 16, Article 13A, Section 2 of the Code of West Virginia of 1931, as amended, to consider the enlargement of said district, this Commission does accordingly, on its own motion

and upon the recommendation of the Friendly Public Service District, ORDER as follows:

1) That on Tuesday, July 23, 1996, at the hour of 9:00 o'clock, a.m., this Commission shall meet in the Tyler County Courthouse, Middlebourne, West Virginia, for the purpose of conducting a public hearing pursuant to Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended, relative to the enlargement of Friendly Public Service District so as to include therein additional areas in Magnolia Magisterial District of Wetzel County, West Virginia, hereinafter more fully described, as shown on the Exhibits "A" and "B" attached hereto, at which time and place all persons residing in or owning or having any interest in property in Friendly Public Service District, or in the additional areas proposed to be included within the Friendly Public Service District, may appear before this Commission and shall have an opportunity to be heard for and against the enlargement of said public service district, and at such hearing this Commission shall consider and determine the feasibility of the enlargement of Friendly Public Service District and whether such enlargement, in order to furnish water service, will be conducive to the public health, comfort and convenience.

2) That the Clerk of the County Commission cause notice of such hearing, substantially in the form hereinafter set out, to be published in the *Tyler Star News* at least once prior to the date of said hearing, which said publication shall be not less than ten (10) days prior to such hearing and which said notice shall be substantially in the following form:

NOTICE OF PUBLIC HEARING RELATIVE TO THE

ENLARGEMENT OF FRIENDLY PUBLIC SERVICE DISTRICT

Notice is hereby given that the County Commission of Tyler County, West Virginia, by order entered of record on its own motion, has determined and ordered to be held, a public hearing regarding the enlargement of Friendly Public Service District so as to include in the said public service district, for purposes of providing water service, areas in Magnolia Magisterial District of Wetzel County, West Virginia.

The additional areas sought to be embraced by said public service district for purposes of providing water service are located in the District of Magnolia, County of Wetzel, State of West Virginia, and are more particularly described by metes and bounds as follows:

See attached Exhibit "A" for more particular description.

All persons residing in, or owning, or having any interest in property in Friendly Public Service District, or in the proposed additions to Friendly Public Service District, are hereby notified that the County Commission of Tyler County, West Virginia will conduct a public hearing on Tuesday, July 23, 1995, at 9:00 o'clock a.m., in the County Commission Room of the Tyler County Courthouse at Middlebourne, West Virginia, at which time and place all interested persons may appear before said County Commission and shall have an opportunity to be heard for and against the enlargement of Friendly Public Service District, and at which time and place the County Commission of Tyler County, West Virginia shall determine whether it is necessary, feasible, and proper to enlarge the said district, and whether the enlargement of said district will be conducive to the preservation of public health, comfort and convenience of such area.

/s/ Gertie I. Archer
Clerk of the County Commission
of Tyler County, West Virginia

3) That the Friendly Public Service District cause notice of such hearing to be given to the Executive Secretary of the Public Service Commission of West Virginia and that at least ten (10) days prior to such hearing, the Friendly Public Service District forward to the Executive Secretary of the Public Service Commission of West Virginia a copy of the Order.

4) That Friendly Public Service District cause notice of such hearing substantially in the form hereinabove set out to be posted in at least five (5) conspicuous places in the proposed boundaries of Friendly Public Service District, not less than ten (10) days before the date of the aforesaid hearing.

5) That Friendly Public Service District cause notice of such hearing to be given to the County Commission of Wetzel County, West Virginia, and the Clerk thereof, substantially in the form hereinabove set out in sufficient time that the Clerk may cause notice to be published in Wetzel County as a Class I legal advertisement, not less than ten (10) days before the date of the aforesaid hearing.

THE COUNTY COMMISSION OF
TYLER COUNTY, WEST VIRGINIA

Robert D. Wable

Robert D. Wable, President

EXHIBIT "A"

FRIENDLY PUBLIC SERVICE DISTRICT
PROPOSED BOUNDARY EXPANSION
INTO
WETZEL COUNTY
1995

Beginning at a point in the centerline of Paden Fork Road (C.R. #26) where the south-easterly corporation limit line of Paden City intersects said C.R. #26. Said point is further described as being located approximately 2,625 feet in a north-easterly direction from the intersection of C.R. #26 and State Route #2 along the centerline of C.R. #26 and its meanders thereof.

Thence, from said point of beginning with the south-easterly corporation limit line of Paden City in a north-easterly direction approximately 2,900 feet to a point located at the easterly most corner of the Paden City corporation limit; Thence, projecting an extension of the north-easterly corporation limit line of Paden City in a south-easterly direction approximately 500 feet to a point on top of a ridge facing the right ascending bank of the Ohio River; Thence, following the top of said ridge approximately 4,000 feet to a point; Thence, continuing with said ridge in an easterly direction approximately 5,400 feet to a point, said point being located approximately 500 feet due south of the centerline of S.R. #2 and approximately 1,650 feet south-west of the intersection of Lively Run and the centerline of S.R. #2. Thence, leaving said ridge and crossing Lively Run in an easterly direction approximately 2,700 feet to a point on another ridge facing the right ascending bank of the Ohio River; Thence, with said ridge in a north-easterly direction 1,700 feet to a point located 400 feet north-west of the centerline of WV S.R. #180 and located approximately 2,750 feet north-east of the intersection of the centerline of S.R. #2 and Lively Run; Thence, leaving said ridge and running 400 feet north-west of and parallel with the centerline of WV S.R. #180 in a north-easterly direction approximately 600 feet to a point in a run; Thence, following said run in an easterly direction approximately 2,400 feet to a point where said run intersects with a power line, at 400 feet crossing the centerline of S.R. #180; Thence, following said power line in a north-easterly direction approximately 3,600 feet to its intersection with the centerline of New Martinsville Ridge Road (C.R. #30); Thence, leaving the centerline of C.R. #30, in a easterly direction approximately 860 feet to a point in the centerline of the main track of the railroad track running parallel with Fishing Creek, said point being located on the westerly side of the creek; Thence, following the centerline of said track and its meanderings thereof, first in

a south-westerly direction and then in a south easterly direction approximately 5,000 feet to a point; Thence, leaving the centerline of said track, in a southerly direction approximately 1,640 feet to a point in a run, said point being located north-east of and on the perpendicular approximately 3,000 feet distant from the centerline of C.R. #30; Thence, in a south-easterly direction approximately 4,680 feet to a point located on the Magnolia-Green Magisterial District Line, said point being located north-east of and on the perpendicular approximately 3,000 feet distant from the centerline of C.R. #30; Thence, with the Magnolia-Green Magisterial District Line approximately 3,000 feet to a point on a ridge, the westerly common corner of said districts, said point is further described as being located on the Tyler (Ellsworth Magisterial District) - Wetzel County boundary line and situated east of and on the perpendicular approximately 440 feet distant from the centerline of C.R. #30; Thence, with the Tyler-Wetzel County boundary line and a ridge in a north-westerly direction approximately 2,125 feet to a point in the centerline of C.R. #30 where the ridge intersects said road; Thence, continuing with the Tyler-Wetzel County boundary line and the centerline of C.R. #30 approximately 700 feet to a point where the north-easterly projection of the Tyler-Wetzel County boundary line intersects the said C.R. #30, said point being a common corner to Tyler and Wetzel Counties; Thence, with said Tyler-Wetzel County boundary line in a south-westerly direction approximately 12,400 feet to a point, said point being a common corner to Tyler and Wetzel Counties; Thence, with the Tyler-Wetzel County boundary line in a north-westerly direction approximately 15,000 feet to a point located on the south-easterly corporation limit line of Paden City. Thence, leaving said Tyler-Wetzel County boundary line and with the south-easterly corporation limit line of Paden City in a north-easterly direction approximately 1,350 feet to the place of beginning.

WEST VIRGINIA, TYLER COUNTY

I, Gertie I. Archer, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office General Order Book No. 19 at Page No. 386, of said records.

Given under my hand and Seal of said Office this 26th day of June, 19 96.

Gertie I. Archer
Clerk Tyler County Commission

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 30732-E

IN THE COUNTY COMMISSION OF WETZEL COUNTY, WEST VIRGINIA

IN RE:

FRIENDLY PUBLIC SERVICE DISTRICT ENLARGEMENT
AND
REDUCTION OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

ORDER

On the 18th day of June, 1996, came Friendly Public Service District, by its Counsel, Frederick M. Dean Rohrig, who filed the joint petition of the Friendly Public Service District and Grandview-Doolin Public Service District. Thereafter Mr. Rohrig urged the Commission to enter an Order proposing to enlarge the Friendly Public Service District so as to include within the same, areas in Magnolia [illegible] Virginia currently within Grandview-Doolin Public Service District, as more fully described in a written description and upon a plat, which are attached hereto as Exhibits "A" and "B".

It appearing to the Commission that the additional areas sought to be embraced by Friendly Public Service District are sufficiently described in the Exhibits; and it further appearing that the territory within the proposed enlargement is not embraced within the corporate limits of any municipality; and it appearing further by said petition that the territory of the proposed enlargement is currently embraced by the Grandview-Doolin Public Service District of Wetzel County which desires to abandon such territory to the Friendly Public Service District; and it further appearing to the Commission that it is necessary, feasible, and proper to enlarge the said Friendly Public Service District so as to include the areas

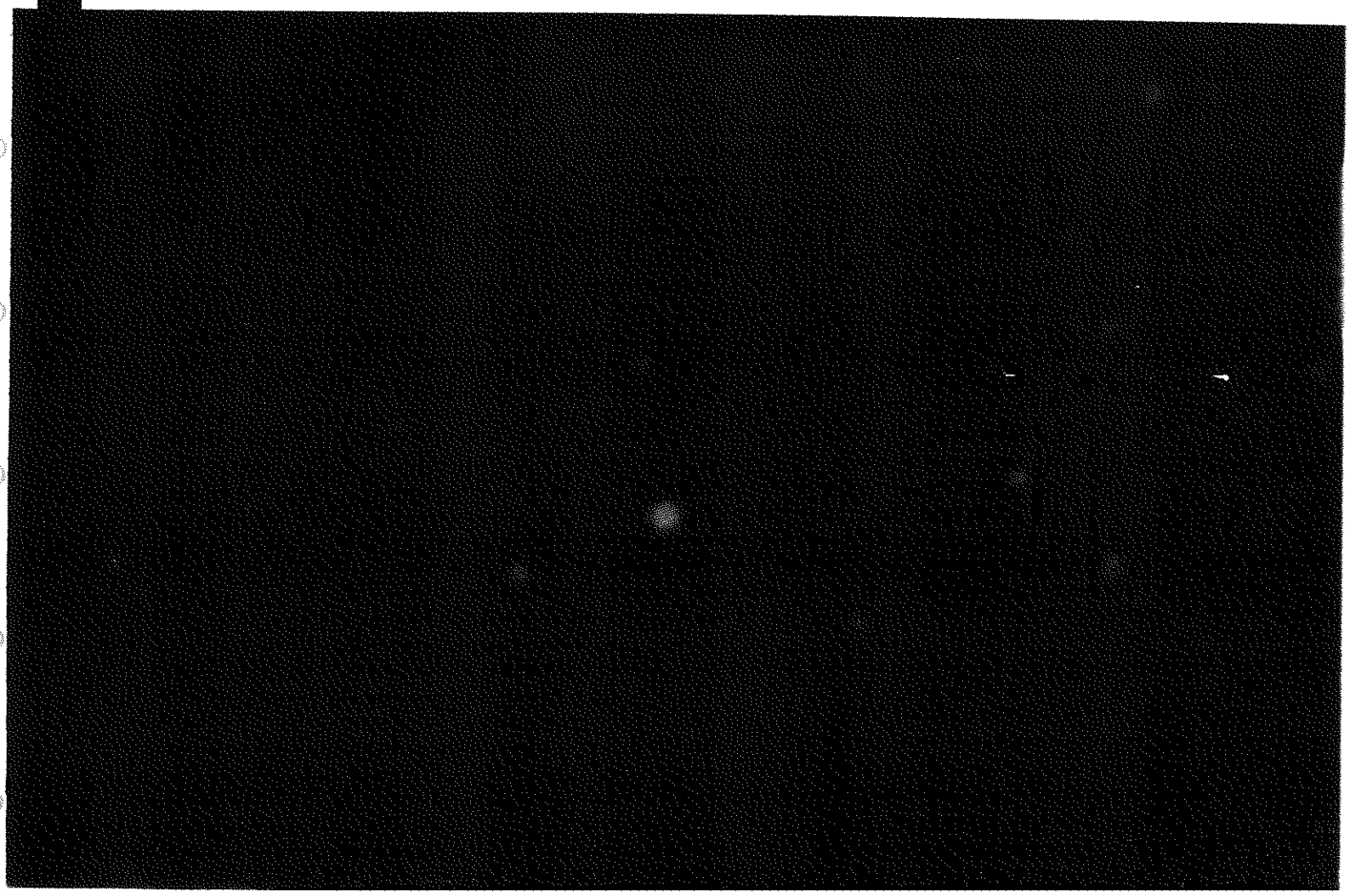
WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISSIONERS ORDER Book No. 42 at Page No. 408 of said records.

Given under my hand and Seal of said Office this 22nd day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission



described in the Exhibits; thereby reducing the boundaries of Grandview-Doolin Public Service District; and it further appearing that this Commission is authorized by Chapter 16, Article 13A, Section 2 of the Code of West Virginia of 1931, as amended, to consider the enlargement and reduction of said districts, this Commission does accordingly, on its own motion, ORDER as follows:

1) That on July 23, 1996, at the hour of 10:00 o'clock, A.m., this Commission shall meet in the Wetzel County Courthouse, New Martinsville, West Virginia, for the purpose of conducting a public hearing pursuant to Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended, relative to the enlargement of Friendly Public Service District so as to include therein additional [illegible] District of Wetzel County, West Virginia and the reduction of the Grandview-Doolin Public Service District by the same area, hereinafter more fully described, as shown on the Exhibits "A" and "B" attached hereto, at which time and place all persons residing in or owning or having any interest in property in said districts, may appear before this Commission and shall have an opportunity to be heard for and against the enlargement and reduction of said public service districts, and at such hearing this Commission shall consider and determine the feasibility of the enlargement of Friendly Public Service District and the reduction of Grandview-Doolin Public Service District and whether such boundary modifications, in order to furnish water service, will be conducive to the public health, comfort and convenience.

2) That the Clerk of the County Commission cause notice of such hearing, substantially in the form hereinafter set out, to be published in the *Wetzel Chronicle* at least once prior to the date of said hearing, which said publication shall be not less than ten (10) days prior to such hearing and which said notice shall be substantially in the following form:

NOTICE OF PUBLIC HEARING RELATIVE TO THE ENLARGEMENT OF FRIENDLY PUBLIC SERVICE DISTRICT AND REDUCTION OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Notice is hereby given that the County Commission of Wetzel County, West Virginia, by order entered of record on its own motion, has ordered to be held, a public hearing regarding the enlargement of Friendly Public Service District so as to include in the said public service district, for purposes of providing water service, areas in Magnolia Magisterial District of Wetzel County, West Virginia, and to reduce the boundaries of the Grandview-Doolin Public Service District by the same area.

The areas sought to be enlarged and reduced by said public service districts for purposes of providing water service are located in the District of Magnolia, County of Wetzel, State of West Virginia, and are more particularly described by metes and bounds as follows:

See attached Exhibit "A" for more particular description.

All persons residing in, or owning, or having any interest in property in said districts are hereby notified that the County Commission of Wetzel County, West Virginia will conduct a public hearing on July 23, 1996, at 10:00 o'clock A.m., in the County Commission Room of the Wetzel County Courthouse at New Martinsville, West Virginia, at which time and place all interested persons may appear before said County Commission and shall have an opportunity to be heard for and against the enlargement of Friendly Public Service District and the reduction of Grandview-Doolin Public Service District, at which time and place the County Commission of Wetzel County, West Virginia shall determine whether it is necessary, feasible, and proper to enlarge and reduce the said districts, and whether the enlargement and reduction of said districts will be conducive to the preservation of public health, comfort and convenience of such area.

/s/ Mary Riggenbach

Clerk of the County Commission
of Wetzel County, West Virginia

3) That the Friendly and Grandview-Doolin Public Service Districts cause notice of such hearing, together with a copy of this order, to be given to the Executive Secretary of the Public Service Commission of West Virginia and that at least ten (10) days prior to such hearing.

4) That Friendly and Grandview-Doolin Public Service Districts cause notice of such hearing substantially in the form hereinabove set out to be posted in at least five (5) conspicuous places in the boundaries of the proposed enlargement and reduction, not less than ten (10) days before the date of the aforesaid hearing.

5) That Friendly Public Service District cause notice of such hearing to be given to the County Commission of Tyler County, West Virginia, and the Clerk thereof, substantially in the form hereinabove set out, not less than ten (10) days [illegible] aforesaid hearing

THE COUNTY COMMISSION OF
WETZEL COUNTY, WEST VIRGINIA

Barbara A. Kuhn

President

EXHIBIT "A"

FRIENDLY PUBLIC SERVICE DISTRICT
PROPOSED BOUNDARY EXPANSION
INTO
WETZEL COUNTY
1995

Beginning at a point in the centerline of Paden Fork Road (C.R. #26) where the south-easterly corporation limit line of Paden City intersects said C.R. #26. Said point is further described as being located approximately 2,625 feet in a north-easterly direction from the intersection of C.R. #26 and State Route #2 along the centerline of C.R. #26 and its meanders thereof.

Thence, from said point of beginning with the south-easterly corporation limit line of Paden City in a north-easterly direction approximately 2,900 feet to a point located at the easterly most corner of the Paden City corporation limit; Thence, projecting an extension of the north-easterly corporation limit line of Paden City in a south-easterly direction approximately 500 feet to a point on top of a ridge facing the right ascending bank of the Ohio River; Thence, following the top of said ridge approximately 4,000 feet to a point; Thence, continuing with said ridge in an easterly direction approximately 5,400 feet to a point, said point being located approximately 500 feet due south of the centerline of S.R. #2 and approximately 1,650 feet south-west of the intersection of Lively Run and the centerline of S.R. #2. Thence, leaving said ridge and crossing Lively Run in an easterly direction approximately 2,700 feet to a point on another ridge facing the right ascending bank of the Ohio River; Thence, with said ridge in a north-easterly direction 1,700 feet to a point located 400 feet north-west of the centerline of WV S.R. #180 and located approximately 2,750 feet north-east of the intersection of the centerline of S.R. #2 and Lively Run; Thence, leaving said ridge and running 400 feet north-west of and parallel with the centerline of WV S.R. #180 in a north-easterly direction approximately 600 feet to a point in a run; Thence, following said run in an easterly direction approximately 2,400 feet to a point where said run intersects with a power line, at 400 feet crossing the centerline of S.R. #180; Thence, following said power line in a north-easterly direction approximately 3,600 feet to its intersection with the centerline of New Martinsville Ridge Road (C.R. #30); Thence, leaving the centerline of C.R. #30, in a easterly direction approximately 860 feet to a point in the centerline of the main track of the railroad track running parallel with Fishing Creek, said point being located on the westerly side of the creek; Thence, following the centerline of said track and its meanderings thereof, first in

a south-westerly direction and then in a south easterly direction approximately 5,000 feet to a point; Thence, leaving the center-line of said track, in a southerly direction approximately 1,640 feet to a point in a run, said point being located north-east of and on the perpendicular approximately 3,000 feet distant from the centerline of C.R. #30; Thence, in a south-easterly direction approximately 4,680 feet to a point located on the Magnolia-Green Magisterial District Line, said point being located north-east of and on the perpendicular approximately 3,000 feet distant from the centerline of C.R. #30; Thence, with the Magnolia-Green Magisterial District Line approximately 3,000 feet to a point on a ridge, the westerly common corner of said districts, said point is further described as being located on the Tyler (Ellsworth Magisterial District) - Wetzel County boundary line and situated east of and on the perpendicular approximately 440 feet distant from the centerline of C.R. #30; Thence, with the Tyler-Wetzel County boundary line and a ridge in a north-westerly direction approximately 2,125 feet to a point in the centerline of C.R. #30 where the ridge intersects said road; Thence, continuing with the Tyler-Wetzel County boundary line and the centerline of C.R. #30 approximately 700 feet to a point where the north-easterly projection of the Tyler-Wetzel County boundary line intersects the said C.R. #30, said point being a common corner to Tyler and Wetzel Counties; Thence, with said Tyler-Wetzel County boundary line in a south-westerly direction approximately 12,400 feet to a point, [illegible] a common corner to Tyler and Wetzel Counties; [illegible], with the Tyler-Wetzel County boundary line in a north-westerly direction approximately 15,000 feet to a point located on the south-easterly corporation limit line of Paden City. Thence, leaving said Tyler-Wetzel County boundary line and with the south-easterly corporation limit line of Paden City in a north-easterly direction approximately 1,350 feet to the place of beginning.

WETZEL CHRONICLE, 7-3
LEGAL NOTICE

NOTICE OF PUBLIC HEARING RELATIVE TO THE ENLARGEMENT OF FRIENDLY PUBLIC SERVICE DISTRICT AND REDUCTION OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT.

Notice is hereby given that the County Commission of Wetzel County, West Virginia, by order entered of record on its own motion, has ordered to be held, a public hearing regarding the enlargement of Friendly Public Service District so as to include in the said public service district, for purposes of providing water service, areas in Magnolia Magisterial District of Wetzel County, West Virginia, and to reduce the boundaries of the Grandview-Doolin Public Service District by the same area.

The areas sought to be enlarged and reduced by said public service districts for purposes of providing water service are located in the District of Magnolia, County of Wetzel, State of West Virginia, and are more particularly described by metes and bounds as follows:Beginning at a point in the centerline of Paden Fork Road (C.R.#26) where the south-easterly corporation limit line of Paden City intersects said C.R. #26. Said point is further described as being located approximately 2,625 feet in a north-easterly direction from the intersection of C.R. #26 and State Route #2 along the centerline of C.R. #26 and its meanders thereof.

Thence, from said point of beginning with the south-easterly corporation limit line of Paden City in a north-easterly direction approximately 2,900 feet to a point located at the easterly most corner of the Paden City corporation limit line of Paden City in a south-easterly direction approximately 500 feet to a point on top of a ridge facing the right ascending bank of the Ohio River; Thence, following the top of said ridge approximately 4,000 feet to a point; Thence, continuing with said ridge in an easterly direction approximately 5,400 feet to a point, said point being located approximately 500 feet due south of the centerline of S.R. #2 and approximately 1,050 feet south-west of the intersection of Lively Run and the centerline of S.R. #2. Thence, leaving said ridge and crossing Lively Run in an easterly direction approximately 2,700 feet to a point on another ridge facing the right ascending bank of the Ohio River; Thence, leaving said ridge and running [illegible] north-easterly direction approximately 600 feet to a point in a run; Thence, following said run in an easterly direction approximately 2,400 feet to a point where said run intersects with a power line, at 400 feet crossing the centerline of S.R. #180; Thence, following said power line in a north-easterly direction approximately 3,600 feet to its intersection with the [illegible] of New Martinsville Ridge Road

WETZEL CHRONICLE

New Martinsville, WV ..... 1996.....

State of West Virginia, County of Wetzel:

Personally appeared before the undersigned, a Notary Public, Kenneth H. Sickle who, being duly sworn, states that he is a manager of the Wetzel Chronicle, a weekly newspaper of general circulation, published at New Martinsville, County of Wetzel, State of West Virginia, and that a copy of the notice attached hereto was published for.....1.....successive weeks in the Wetzel Chronicle, beginning on the .....day of ....., 1996. and ending on the.....day of ....., 1996.

.....
Manager, Wetzel Chronicle

Subscribed and sworn to before me, a Notary Public of said County, on this ..... day of ....., 1996.

.....Notary Public

My commission expires on the...9th.. day of December,....2002..

Printers Fee.....

[illegible]
NOTARY PUBLIC
STATE OF WEST VIRGINIA
KELLIE J. DINARDO

WETZEL CHRONICLE

New Martinsville, WV Nov 12 1996

State of West Virginia, County of Wetzel:

Personally appeared before the undersigned, a Notary Public, Kenneth H. Sickle who, being duly sworn, states that he is a manager of the Wetzel Chronicle, a weekly newspaper of general circulation, published at New Martinsville, County of Wetzel, State of West Virginia, and that a copy of the notice attached hereto was published for 1 successive weeks in the Wetzel Chronicle, beginning on the 6th day of November, 1996, and ending on the 6th day 1996

Manager, Wetzel Chronicle

Subscribed and sworn to before me, a Notary Public of said County, on this ..... day of ....., 1996.

Notary Public

My commission expires on the...9th.. day of ..December,....2002..

Printers Fee.....

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
XGLEE J. DINARDO

WETZEL CHRONICLE 11-6

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 96-0736-PWD-PC

TYLER COUNTY COMMISSION
and WETZEL COUNTY COMMISSION
Petition for consent and approval seeking enlargement of boundaries of the Friendly Public Service District and reduction of the boundaries of Grandview-Doolin Public Service District with regard to areas in Magnolia Magisterial District in Wetzel County.

NOTICE OF HEARING
On June 27, 1996, the Tyler County Commission filed a petition to enlarge the boundaries of the Friendly Public Service District into Wetzel County and to reduce accordingly the boundaries of the Grandview-Doolin Public Service District in Wetzel County pursuant to West Virginia Code §16-13A-7.
A hearing will be held on this petition in the County Commissioner's Court Room, Tyler County Court House, Middlebourne, West Virginia, on November 15, 1996, at 9:30 a.m., and at the Wetzel County commissioners' Court Room, Wetzel County court House, New Martinsville, West Virginia, at 11:00 a.m., also on November 15, 1996. Anyone desiring to make protest to the petition of the Tyler and Wetzel County Commissions may do so by appearing in person at these hearings.

Tyler County Commission
and Wetzel County Commission

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a

and correct copy as appears of record in my office County Commissioners Order E

No. 42 at Page No. - - of said records.

Given under my hand and Seal of said Office this 18th day of June

19 96.

Mary Riggenbach

Clerk Wetzel County Commission

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
1-5-97

Entered: December 16, 1996

CASE NO. 96-0736-PWD-PC

TYLER COUNTY COMMISSION and WETZEL COUNTY COMMISSION
Petition for consent and approval seeking enlargement of boundaries of the Friendly Public Service District and reduction of the boundaries of Grandview-Doolin Public Service District with regard to areas in Magnolia Magisterial District in Wetzel County.

RECOMMENDED DECISION

On June 27, 1996, the Tyler County Commission filed a petition to enlarge the boundaries of the Friendly Public Service District into Wetzel County and to reduce accordingly the boundaries of the Grandview-Doolin Public Service District in Wetzel County, pursuant to West Virginia Code §16-13A-2.

By Order dated August 12, 1996, it was ordered that this proceeding be restyled as Tyler County Commission and Wetzel County Commission and this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before January 23, 1997.

On August 16, 1996, Ronald E. Robertson, Jr., Esquire, Staff Attorney, filed the Final Joint Staff Memorandum to which was attached the Final Staff Internal Memorandum of Mr. Robert M. Hubbard, Senior Utilities Analyst, Public Service District Division. Messrs. Hubbard and Robertson indicated that Staff had reviewed the data supplied by the County Commissions and that the modifications to the Friendly Public Service District and the Grandview-Doolin Public Service District are necessary to accommodate the proposed project as detailed and reviewed in Case No. 95-0764-PWD-CN, which is pending before the Commission. Staff opined that the County Commissions has complied with the provisions of West Virginia Code §16-13A-2; therefore, Staff recommended approval of the petition for modification of the

4. The Final Joint Staff Memorandum prepared in this case was marked, submitted and received as Staff Exhibit No. 1. (See, Tr., p. 5 and Staff Exhibit No. 1).

5. At the hearings held on November 15, 1996, the proper Affidavits of Publication were submitted, reflecting that publication had been made in accordance with the Commissions' requirements. (See, Affidavits of Publication, case file).

6. No one appeared at the hearing to give protest to the orders of the Tyler and Wetzel County Commissions. (See, Tr., p. 4).

CONCLUSION OF LAW

The Administrative Law Judge is of the opinion and finds that, since public hearings were held in both Tyler and Wetzel Counties, in accordance with the provisions of West Virginia Code §16-13A-2, on the orders of the Tyler and Wetzel County Commissions, after proper publication had been made of the date, time and place of said hearings, and no one appeared at the hearings to make protest to the orders, said orders should be approved.

ORDER

IT IS, THEREFORE, ORDERED that the July 23, 1996 Orders of the Tyler and Wetzel County Commissions to enlarge the boundaries of the Friendly Public Service District into Wetzel County and reduce accordingly the boundaries of the Grandview-Doolin Public Service District, in Wetzel County, be, and the same hereby are, approved.

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 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 an 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:jas

WETZEL COUNTY COMMISSION
JULY TERM

SEPTEMBER 23, 1997

County Commission met pursuant to adjournemnt of Septmeber 16, 1997.

Present: Richard G. Postlethwait, President, Larry W. Yoho, Vice-President and Barbara A. King, Commissioner.

ooOoo

IN RE: APPOINTMENT OF GEORGE STICKLER-GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Barbara A. King moved that the Commission re-appoint George A. Stickler to the Grandview-Doolin Public Service District.

Mr. Stickler's term is effective October 31, 1997 and will expire on Ocotber 31, 2001.

(Letter & copy of letter filed)

ooOoo

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office County Commissioners Order Book No. 43 at Page No. - - - of said records.

Given under my hand and Seal of said Office this 27th day of October, 19 97.

Clerk Wetzel County Commission

IN RE: APPOINTMENT OF GEORGE A. STICKLER-GRANDVIEW DOOLIN PUBLIC SERVICE DISTRICT

On motion of Frederick E. Wilcox, seconded by Barbara A. King and unanimously approved, the Commission hereby appoints George A. Stickler, Rt. 1, Box 59, New Martinsville, WV 26155, to the Grandview Doolin Public Service District.

Mr. Stickler's term will start on October 31, 1991 and expire on October 31, 1997. He is replacing Archie I. Spencer whose term expires on October 31, 1991.

(Copy of Letter filed)

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISSIONERS ORDER Book No. 38 at Page No. 488 of said records.

Given under my hand and Seal of said Office this 5th day of November 1997

Mary Riggenbach

Clerk Wetzel County Commission

IN RE; APPOINTMENT OF ROBERT A. GODDARD-GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

On motion of Barbara A. King, seconded by Shirley Michael and unanimously approved, the Commission appointed Robert A. Goddard to the Grandview-Doolin Public Service District Board of Directors.

Mr. Goddard's appointment is effective immediately and will expire on October 31, 1999.

(Letter filed)

ooOoo

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office COUNTY COMMISSIONERS ORDER Book No. 40 at Page No. 229 of said records.

Given under my hand and Seal of said Office this 15th day of October, 19 97.

Clerk Wetzel County Commission

ooOoo

IN RE: APPOINTMENT OF MICHAEL BLAIR-GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Barbara A. King moved that the Wetzel County Commission appoint Michael Blair, HC 61, Box 106, New Martinsville, WV 26155, to the Grandview-Doolin Public Service District. Mr. Blair's appointment to be retroactive to January 31, 1997 and will expire on January 31, 2003.
Vote was unanimous.
(Letter of Recommendations filed-Copy of letter to Grandview-Doolin PSD filed)

ooOoo

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office County Commissioners Order Book No. 43 at Page No. - - - of said records.

Given under my hand and Seal of said Office this 15th day of October, 19 97.

Mary Riggenbach
Clerk Wetzel County Commission

WETZEL COUNTY COMMISSION
JULY TERM

September 21, 1999

County Commission met pursuant to adjournment of September 14, 2000.

Present: Larry W. Yoho, President, Barbara A. King, Vice-President and Donald E. Mason, Commissioner

ooOoo

IN RE; GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT--APPOINTMENT OF ROBERT L. GODDARD

Barbara A. King moved that Robert L. Goddard be re-appointed to the Grandview-Doolin Public Service District Board for a six year term effective November 1, 1999 through October 3, 2005. Vote was unanimous.

ooOoo

Donald E. Mason moved that the Commission adjourn to meet Tuesday, September 27, 1999. Vote was unanimous.

'EST VIRGINIA, WETZEL COUNTY

I, CAROL S. HAUGHT, Clerk of the County Commission do hereby certify that the foregoing writing true and correct copy as appears of record in my office COUNTY COMMISSIONERS ORDER ook No. 45 at Page No. ----- of said records.

Given under my hand and Seal of said Office this 26th day of April, 000.

Carol S. Haught

Clerk Wetzel County Commission

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF WETZEL, TO-WIT

I do solemnly swear that I will support the Constitution of the United States, the Constitution of West Virginia, and that I will faithfully discharge the duties of the office of:

Member of the Grandview-Doolin Public Service District Board

to the best of my skill and judgement So Help Me God.

(Signature of affiant) Michael D. Blair

Michael D. Blair

Subscribed and sworn to before me, in my said County and State, this 28th day of April, 1997.

Carol Haught Deputy, Clerk of the County Commission, Wetzel County, West Virginia.

Filed With Wetzel County Commission
April 28, 1997
President
WETZEL COUNTY COMMISSION

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office County Commissioners Order Book No. 43 at Page No. - - - of said records.

Given under my hand and Seal of said Office this 15th day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission

George Strickler - Term 10/31/91 to 10/31/97

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF WETZEL, TO-WIT

I do solemnly swear that I will support the Constitution of the United States, the Constitution of West Virginia, and that I will faithfully discharge the duties of the office of:

Board Member for the Grandview Doolin Public Service District

to the best of my skill and judgement So Help Me God.

(Signature of affiant) George A. Strickler

Subscribed and sworn to before me, in my said County and State, this 18th day of Oct., 1997.

Carol Hardesty Deputy, Clerk of the County Commission, Wetzel County, West Virginia.

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office County Commissioners Order Book No. 43 at Page No. ——— of said records.

Given under my hand and Seal of said Office this 5th day of November 19 97.

Mary Riggenbach
Clerk Wetzel County Commission

WETZEL COUNTY COMMISSION
OCTOBER TERM

OCTOBER 21, 1997

County Commission met pursuant to adjournment of October 14, 1997

Present: Richard G. Postlethwait, President, Larry W. Yoho, Vice-President.
Absent: Barbara A. King, Commissioner

ooOoo

ooOoo

IN RE: GEORGE A. STICKLER-OATH OF OFFICEN AND CERTIFICATE-GRANDVIEW DOOLIN PSD

(Term 10/31/97 - 10/31/01 - filed)

George Stickler - Term 10/31/97 to 10/31/01

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF WETZEL, TO-WIT

I do solemnly swear that I will support the Constitution of the United States, the Constitution of West Virginia, and that I will faithfully discharge the duties of the office of:

Board Member for the Grandview-Doolin Public Service District

to the best of my skill and judgement So Help Me God.

(Signature of affiant) George A. Stickler

Subscribed and sworn to before me, in my said County and State, this 18th **day of** Oct. **,** 1997 **.**

Carol Haught, Deputy **, Clerk**

of the County Commission, Wetzel County, West Virginia.

Filed With Wetzel County Commission
October 21 **,** 19 97
R.G. Postlethwait **President**
WETZEL COUNTY COMMISSION

WEST VIRGINIA, WETZEL COUNTY

I, MARY RIGGENBACH, Clerk of the County Commission do hereby certify that the foregoing writing is a true and correct copy as appears of record in my office County Commissioner's Order Book No. 43 at Page No. - - of said records.

Given under my hand and Seal of said Office this 27th day of October, 19 97.

Mary Riggenbach

Clerk Wetzel County Commission

Term of Office - November 1, 1999 - October 31, 2005

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF WETZEL, TO-WIT

I do solemnly swear that I will support the Constitution of the United States, the Constitution of West Virginia, and that I will faithfully discharge the duties of the office of:

Board Member for the Grandview-Doolin Public Service District

to the best of my skill and judgement So Help Me God.

(Signature of affiant) Robert A. Goddard

Robert A. Goddard

Subscribed and sworn to before me, in my said County and State, this 2nd **day of** November, 1999.

Carolee Haught, **Clerk of the County Commission, Wetzel County, West Virginia.**

WEST VIRGINIA, WETZEL COUNTY

I, CAROL S. HAUGHT, Clerk of the County Commission do hereby certify that the foregoing is a true and correct copy of the original paper filed into this office.

Given under my hand and Seal of said Office this 26th day of April, 2000.

Carol S. Haught

Clerk Wetzel County Commission

RULES OF PROCEDURE

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT.

Section 2. The principal office of this Public Service District will be located on Main and Charles Street, Proctor, Wetzel County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Grandview-Doolin 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 Wetzel 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 the second Thursday 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 Wetzel 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 48 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 Wetzel 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 48 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 27th day of April, 2000.

04/27/00
347980/98001

GRANDVIEW-DOOLIN
PUBLIC SERVICE DISTRICT
POST OFFICE BOX 8
PROCTOR, WEST VIRGINIA 26055-0008
(304) 455-1921

January 12, 2000

To: George A. Stickler, Chairman
Robert A. Goddard, Director
Michael D. Blair, Director
Ronald G. Brill, Manager/Operator
Wetzel County Commission
E. Earl Bowser, Esquire

Attached please find a copy of the minutes of the Grandview-Doolin P.S.D. Board meeting held January 12, 2000.

Respectfully submitted,

Mary Jo Nice

Mary Jo Nice
Secretary/Bookkeeper

GRANDVIEW-DOOLIN P.S.D. JANUARY 12, 2000 BOARD MEETING MINUTES

The regular monthly meeting of Grandview-Doolin P.S.D. was held January 12, 2000 at the Grandview-Doolin P.S.D. office, Main & Charles Street, Proctor, West Virginia. It was attended by: George A. Stickler, Chairman; Robert A. Goddard, Director; Ron Brill, Manager/Operator; Mary Jo Nice, Secretary/Bookkeeper.

Chairman George A. Stickler called the meeting to order at 2:37 p.m.

Upon motion of Director Goddard, seconded by Chairman Stickler, the December 9, 1999, board meeting minutes were approved as distributed.

Upon motion of Director Goddard, seconded by Chairman Stickler, the special board meeting minutes for January 7, 2000 were approved as distributed.

Old Business:
Public Service Commission: Grandview-Doolin P.S.D. received a letter from the Rural Utility Service, requesting information from the year-end-report. We are working with both agencies to bring reports into compliance.

Expansion Upgrade: Mr. Brill will be meeting with representatives from Ghosh Engineering to discuss the existing pumps and the need for high service pumps. Mr. Brill is concerned that with the expansion upgrade it will be too much for the already over demanding water system. Mr. Brill will also be meeting with another representative from Ghosh Engineering to show him the location for the new well.

Bathroom: Mr. Brill discussed with the board that he purchased and is in the process of installing the water line. The board also discussed the installation and testing for a septic system. Mr. Brill will get an application for a septic system from the Health Department.

Sodium Level: Mr. Brill discussed with the board the levels each year for the past six years. The board members were concerned with the high levels and ask Mr. Brill to look into the matter. Mr. Brill will contact Clem Sees with the State Health Department in Wheeling, WV and report his findings at the February 10, 2000 board meeting.

New Business:
Reports:
Mary Jo Nice discussed the monthly production reports. Mrs. Nice will work on the customer-aged accounts in order to bring this balance down to a more acceptable amount.

Chairman Stickler discussed the balance of account report.

Chairman Stickler reviewed the monthly bills with the board.

Election of Officers: Director Goddard made a motion to leave all the officers as they were in 1999, for the year 2000. Chairman Stickler seconded the motion. Motion carried. **

Operational Report:
Manager Brill reported the following:

1. Main line leaks: Graysville – 2"
2. Service lines: Rose – Rines Ridge; Summer's – Route 89; Weigand – Rines Ridge
3. Backhoe: Was used three times this month. Estimated savings of $750.00.
4. Bathroom: Purchased water line and in the process of installing. Organized previous year's records and supplies on shelving.
5. Culverts: Marshall County State Road is installing a new culvert, located on Rines Ridge. We have been working with them by locating our water line.
6. Y2-K: Everything went well!

A motion to adjourn the meeting made by Director Goddard. Chairman Stickler seconded the motion. Motion carried.

Respectfully submitted,

George A. Stickler, Chairman

Mary Jo Nice, Secretary/Bookkeeper

(Next regularly scheduled meeting is at 5:00 p.m., Thursday, February 10, 2000 at the Grandview-Doolin P.S.D. office, Main & Charles Street, Proctor, West Virginia.)

**Officers for the year 2000 are as follows:
George A. Stickler, Chairman
Robert A. Goddard, Director
Michael D. Blair, Director
Ronald G. Brill, Manager/Operator/Treasurer
Mary Jo Nice, Secretary/Bookkeeper

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

MINUTES ON ADOPTION OF
BOND RESOLUTION AND SUPPLEMENTAL RESOLUTION

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

*** *** ***

The Public Service Board of Grandview-Doolin Public Service District met in special session, pursuant to notice duly posted, on the 27th day of April, 2000, in New Martinsville, West Virginia, at the hour of 2:00 p.m.

PRESENT:	George A. Stickler	- Chairman and Member
	Michael D. Blair	- Member
	Robert L. Goddard	- Member
	Mary Jo Nice	- Secretary/Treasurer
	Ron Brill	- Manager

ABSENT: None.

George A. Stickler, Chairman, presided, and Mary Jo Nice 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 Chairman presented proposed amended Rules of Procedure for consideration and there was discussion. Thereupon, upon motion duly made and seconded, 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.

Thereupon, the Chairman presented a proposed Bond Resolution in writing entitled:

RESOLUTION AUTHORIZING THE REFUNDING OF THE OUTSTANDING WATER REVENUE BONDS, SERIES 1989, AND WATERWORKS SYSTEM DESIGN NOTES, SERIES 1997 (WEST VIRGINIA INFRASTRUCTURE FUND) OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT AND THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN $1,483,979 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA DWTRF PROGRAM), AND NOT MORE THAN $3,305,290 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2000 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, on motion duly made and seconded, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

The Chairman then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA

DWTRF PROGRAM), AND WATER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), OF GRANDVIEW-DOOLIN 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, on motion duly made and seconded, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Thereupon, the Chairman presented a proposed resolution approving the payment of invoices for the water project from proceeds of the Bonds. Thereupon, a motion duly made and seconded, it was unanimously ordered that the said Resolution be adopted and be in full force and effect on and from the date hereof.

*** *** ***

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

George A. Stickler
Chairman

CERTIFICATION

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

WITNESS my signature on this 2nd day of May, 2000.

Mary Jo Nice
Secretary

04/27/00
347980/98001

CH379889.1

WV MUNICIPAL BOND COMMISSION
812 Quarrier Street
Suite 300
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: May 2, 2000

(See Reverse for Instructions)

ISSUE: Grandview-Doolin Public Service District Water Revenue Bonds, Series 2000 A
(West Virginia DWTRF Program)

ADDRESS: Route 1, Box 59, New Martinsville, WV 26155 COUNTY: Wetzel and Marshall

PURPOSE OF ISSUE: New Money: X
Refunding: ____

REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE: May 2, 2000

CLOSING DATE: May 2, 2000

ISSUE AMOUNT: $1,483,979

RATE: 0%; Administrative Fee: 1%

1ST DEBT SERVICE DUE: December 1, 2001

1ST PRINCIPAL DUE: December 1, 2001

1ST DEBT SERVICE AMOUNT: $12,367

PAYING AGENT: Municipal Bond Commission

BOND
COUNSEL: Steptoe & Johnson
Contact Person: Vincent A. Collins, Esq.
Phone: (304) 624-8161

UNDERWRITERS
COUNSEL: Jackson & Kelly
Contact Person: Samme L. Gee, Esq.
Phone: (304) 340-1318

CLOSING BANK: Doolin Security Savings Bank, FSB
Contact Person: Don Stout, President
Phone: (304) 455-1850

ESCROW TRUSTEE: ____
Contact Person: ____
Phone: ____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: George A. Stickler
Position: Chairman
Phone: (304) 455-1921

OTHER: West Virginia Bureau for Public Health
Contact Person: Walt Ivey, P.E.
Function: Staff Engineer
Phone: (304) 558-2981

DEPOSITS TO MBC AT CLOSE:
By: ____ Wire
X Check

____ Accrued Interest: $____
____ Capitalized Interest: $____
X Reserve Account: $49,468
____ Other: ____ $____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire
____ Check
____ IGT

____ To Escrow Trustee: $____
____ To Issuer $____
____ To Cons. Invest. Fund $____
____ To Other: ____ $____

NOTES: ____

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

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

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

The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specificed 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.

NAME GRANDVIEW DOOLIN PUBLIC SERVICE DISTRICT
Series 2000 A Bonds Construction Trust Fund 69-7018/2434
ACCOUNT NO.
DATE May 2, 2000

PAY TO THE ORDER OF W. Va. Municipal Bond Commission $ 49,468.00

Forty nine thousand four hundred sixty eight & 00/100 DOLLARS

DOOLIN SECURITY SAVINGS BANK F.S.B.
251 MAIN ST. P.O. BOX 370 (304) 455-1350
NEW MARTINSVILLE, WV 26155

MEMO Series 2000 A Bonds Reserve Acct

⑆243470183⑆5 014998124⑈ 0093

WV MUNICIPAL BOND COMMISSION
812 Quarrier Street
Suite 300
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: May 2, 2000

(See Reverse for Instructions)

ISSUE: Grandview-Doolin Public Service District Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund)

ADDRESS: Route 1, Box 59, New Martinsville, WV 26155 COUNTY: Wetzel and Marshall

PURPOSE OF ISSUE: New Money: X Refunding: X

REFUNDS ISSUE(S) DATED: 11/06/97

ISSUE DATE: May 2, 2000

CLOSING DATE: May 2, 2000

ISSUE AMOUNT: $3,305,290

RATE: 0%

1ST DEBT SERVICE DUE: December 1, 2001

1ST PRINCIPAL DUE: December 1, 2001

1ST DEBT SERVICE AMOUNT: $21,463

PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson
Contact Person: Vincent A. Collins, Esq.
Phone: (304) 624-8161

UNDERWRITERS COUNSEL: Jackson & Kelly
Contact Person: Samme L. Gee, Esq.
Phone: (304) 340-1318

CLOSING BANK: Doolin Security Savings Bank, FSB
Contact Person: Don Stout, President
Phone: (304) 455-1850

ESCROW TRUSTEE:
Contact Person:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: George A. Stickler
Position: Chairman
Phone: (304) 455-1921

OTHER: WV Infrastructure & Jobs Development Council
Contact Person: Katy Mallory, P.E.
Function: Executive Secretary
Phone: (304) 558-4607

DEPOSITS TO MBC AT CLOSE:
By: ___ Wire / X Check

___ Accrued Interest: $
___ Capitalized Interest: $
X Reserve Account: $85,852
___ Other: See Below $

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ___ Wire / X Check / ___ IGT

___ To Escrow Trustee: $
___ To Issuer $
___ To Cons. Invest. Fund $
X To Other: Notes Payment Fund $204,764

NOTES: Refunding of Issuer's Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund)

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

CH562715.2

25B

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 specificed 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.

NAME GRANDVIEW DOOLIN PUBLIC SERVICE DISTRICT
SERIES 2000 A BONDS CONSTRUCTION TRUST FUND

ACCOUNT NO

DATE May 2, 2000

PAY TO THE ORDER OF W. VA. MUNICIPAL BOND COMMISSION $ 85,852.00

Eighty five thousand eight hundred fifty two & 00/100 DOLLARS

DOOLIN SECURITY SAVINGS BANK F.S.B.
251 MAIN ST. P.O. BOX 370 (304) 455-1350
NEW MARTINSVILLE, WV 26155

MEMO Series 2000 B Bonds Reserve Acct

Robert A. Gadlard VP

⑆243470183⑆5 014998124⑈ 0094

Mill P Blu

NAME GRANDVIEW DOOLIN PUBLIC SERVICE DISTRICT
SERIES 2000 B Bonds Construction Trust Fund
69-7018/2434

ACCOUNT NO.

DATE May 2, 2000

PAY TO THE ORDER OF W VA Municipal Bond Commission $204,764.00

Two hundred four thousand seven hundred sixty-four 00/100 DOLLARS

Security features included. Details on back

DOOLIN SECURITY SAVINGS BANK F.S.B.
251 MAIN ST. P.O. BOX 370 (304) 455-1850
NEW MARTINSVILLE, WV 26155

MEMO Payff Series 1997 Design Note

Robert A. Goddard MP

⑆243470183⑆5 014998132⑈ 0094

Michael D Blair

SAFETY PAPER

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

Doolin Security Savings Bank, FSB, New Martinsville, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Resolution of Grandview-Doolin Public Service District (the "Issuer") adopted April 27, 2000, and the Supplemental Resolution of the Issuer adopted April 27, 2000 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), and Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), both dated May 2, 2000, issued in the respective principal amounts of $1,483,979 and $3,305,290 (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 2nd day of May, 2000.

DOOLIN SECURITY SAVINGS BANKS, FSB

Donald R. Smith

President

04/27/00
347980/98001

RECYCLED PAPER
RECYCABLE

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Grandview-Doolin Public Service District Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), and Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), both dated May 2, 2000, issued in the respective principal amounts of $1,483,979 and $3,305,290 (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 2nd day of May, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION

Assistant Vice President

04/18/00
347980/98001

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF BONDS

ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of Grandview-Doolin Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Water Revenue Bond, Series 2000 A (West Virginia DWTRF Program), of the Issuer, dated May 2, 2000, in the principal amount of $1,483,979, numbered AR-1, and the single, fully registered Water Revenue Bond, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, dated May 2, 2000, in the principal amount of $3,305,290, 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 One Valley Bank, National Association, as Registrar.

WITNESS my signature on this 2nd day of May, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION

Assistant Vice President

04/18/00
347980/98001

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 2nd day of May, 2000, by and between GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia (the "Issuer"), and ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $1,483,979 Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program), and $3,305,290 Water Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), in fully registered form (collectively, the "Bonds"), pursuant to the Bond Resolution of the Issuer duly adopted April 27, 2000, and the Supplemental Resolution of the Issuer duly adopted April 27, 2000 (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: Grandview-Doolin Public Service District
Route 1, Box 59
New Martinsville, West Virginia 26155
Attention: Chairman

REGISTRAR: One Valley Bank, National Association
Post Office Box 1793
One Valley Square
Charleston, West Virginia 25326
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.

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Chairman

ONE VALLEY BANK, NATIONAL ASSOCIATION

Assistant Vice President

04/18/00
347980/98001

CH562603.1

EXHIBIT A

Bond Legislation included in bond transcript as Documents Nos. 1 and 2.

SCHEDULE OF COMPENSATION

Invoice

ONE VALLEY BANK

Grandview-Doolin Public Service District
Route 1, Box 59
New Martinsville, WV 26155
Attn: Chairman

DATE May 2, 2000

UNITS	ITEM DESCRIPTION	TOTAL
	GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT WATER REVENUE BONDS, SERIES 2000 A (WV DWTRF PROGRAM) AND SERIES 2000 B (WV INFRASTRUCTURE FUNDS)	
	ONE TIME FEE FOR SERVICES AS REGISTRAR AND AUTHENTICATING AGENT.....	$250.00

869

SEND REMITTANCE TO: One Valley Bank
One Financial Place - 6th Floor
One Valley Square
P.O. Box 1793
Charleston, WV 25326

ATTN: CHARLOTTE S MORGAN

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 B (West Virginia Infrastructure Fund)

RECEIPT OF PAYMENT

The undersigned duly authorized representative of the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the holder of the Water Revenue Bonds, Series 1989 (the "Bonds"), of Grandview-Doolin Public Service District (the "Issuer"), dated October 1, 1989, in the original aggregate principal amount of $374,500, hereby certifies that it has received the sum of $271,016.62 from the Issuer and that such sum is sufficient to pay the entire outstanding principal amount of and all interest accrued on the Bonds to the date hereof and discharge the liens, pledges and encumbrances securing the Bonds.

Dated this 2nd day of May, 2000.

UNITED STATES DEPARTMENT
OF AGRICULTURE

Virginia M McDonald
Authorized Representative

04/27/00
347980/98001

NAME GRANDVIEW DOOLIN PUBLIC SERVICE DISTRICT

ACCOUNT NO SERIES 2000 B Bonds Construction Trust Fund

DATE May 2, 2000

PAY TO THE ORDER OF United State Dept of Agriculture $ 271,016.62

Two hundred seventy one Thousand, sixteen 62/100 DOLLARS

DOOLIN SECURITY SAVINGS BANK F.S.B.

MEMO Pay off Series 1989 Bonds Robert A. Gaddard VP

⑆243470183⑆5 014998132⑈ 0093 Michael D. Blair

GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT

Water Revenue Bonds,
Series 2000 A (West Virginia DWTRF Program) and
Series 2000 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 Waterworks System Design Notes, Series 1997 (West Virginia Infrastructure Fund) (the "Notes"), of Grandview-Doolin Public Service District (the "Issuer"), dated November 6, 1997, in the original aggregate principal amount of $198,800, bearing no interest, hereby certifies that it has received the sum of $204,764 from the Issuer and that such sum is sufficient to pay the entire outstanding principal amount of the Notes and the administrative fee to the date hereof and discharge the liens, pledges and encumbrances securing the Notes.

Dated this 2nd day of May, 2000.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Authorized Representative

04/19/00
347980/98001

NAME GRANDVIEW DOOLIN PUBLIC SERVICE DISTRICT

ACCOUNT NO. SERIES 2000 B Bonds Construction Trust Fund

69-7018/2434

DATE May 2, 2000

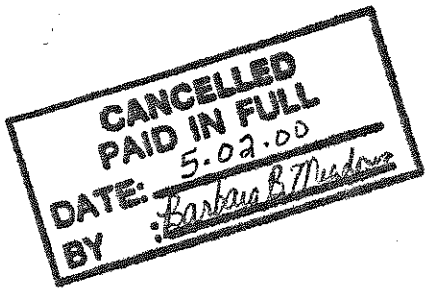
PAY TO THE ORDER OF W VA Municipal Bond Commission $204,764.00

Two hundred four thousand seven hundred sixty four 00/100 DOLLARS

DOOLIN SECURITY SAVINGS BANK F.S.B.
251 MAIN ST. P.O. BOX 370 (304) 455-1350
NEW MARTINSVILLE, WV 26155

MEMO Payff Series 1997 Design Note

⑆243470183⑆5 014998132⑈ 0094



UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT
WATERWORKS SYSTEM DESIGN NOTE, SERIES 1997
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. R-1 $198,800

KNOW ALL MEN BY THESE PRESENTS: That GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Wetzel and Marshall Counties 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 6th day of November, 2000, the principal sum of One Hundred Ninety Eight Thousand Eight Hundred Dollars ($198,800), 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, with no interest. The Administrative Fee (as defined in the hereinafter described Notes Legislation) in the amount of 3% as set forth in the Loan Agreement (as hereinafter defined) shall also be payable on the 6th day of November, 2000.

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 November 6, 1997, 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 waterworks system of the Issuer (the "Project", and together with any further additions, betterments and improvements thereto, collectively referred to as the "System") and (ii) to pay the costs of issuance hereof and related costs. 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 9A 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 October 8, 1997, and a Supplemental Resolution duly adopted by the Issuer on October 8, 1997 (collectively, the "Notes Legislation"), and is subject to all the terms and conditions thereof.

CANCELLED
PAID IN FULL
DATE: 5.02.00
BY: BBM

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; and (2) the proceeds of any revenue bonds, refunding bonds or other obligations of the Issuer, issued subsequent to the issuance of this Note. 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, 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 and interest, if any, accrued to the maturity date of 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 debt secured by the System shall consent to the payment of the Notes from the Net Revenues generated from the project, as required. 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, statutory or charter 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, 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

CANCELLED
PAID IN FULL
DATE: 5.02.00
BY:

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.

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, GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT has caused this Note to be signed by its Chairperson and its corporate seal to be hereunto affixed and attested by its Secretary/Treasurer, and has caused this Note to be dated November 6, 1997.

CANCELLED
PAID IN FULL
DATE: 5-02-00
BY:

[SEAL]

George A. Stobbs
Chairperson

Attest:

Kathryn M. Cain
Secretary/Treasurer

CANCELLED
PAID IN FULL
DATE: 5.02.00
BY :

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 owned set forth above.

Date: November 6, 1997

ONE VALLEY BANK, NATIONAL ASSOCIATION,
Registrar

Charlotte L Morgan

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

CANCELLED
PAID IN FULL
DATE: 5.02.00
BY

	Amount	Date		Amount	Date
1	35,971.00	11/06/97	16		
2	37,730.00	01/29/98	17		
3	61,225.00	02/26/98	18		
4	13,475.00	03/20/98	19		
5	25,025.00	04/23/98	20		
6	22,375.00	12/03/98	21		
7	2,999.00	03/17/99	22		
8			23		
9			24		
10			25		
11			26		
12			27		
13			28		
14			29		
15			30		
				$198,800.00	

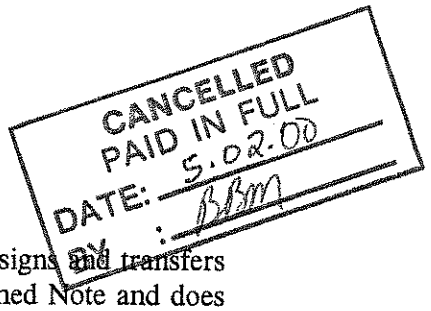
WEST VIRGINIA INFRASTRUCTURE FUND

GRANDVIEW DOOLIN PUBLIC SERVICE DISTRICT

Loan Closed 11/06/97

c Municipal Bond Commission
Infrastructure Council
Water Development Authority
Jackson & Kelly
Grandview Doolin PSD
Steptoe & Johnson

CANCELLED
PAID IN FULL
DATE: 5.02.00
BY: BBM



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:

_____

MEMORANDUM

To: **Financing Team**

From: **John C. Stump, Esquire**

Date: **April 28, 2000**

Re: **Wiring/Closing Memo - Grandview-Doolin Public Service District Water Revenue Bonds, Series 2000 A (West Virginia DWTRF Program) and Water Revenue Series 2000 B (West Virginia Infrastructure Fund)**

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1. DISBURSEMENTS TO PSD

A.

Payor:	West Virginia Bureau for Public Health (West Virginia DWTRF Program)
Amount:	$135,320
Form:	Wire Transfer
Payee:	Grandview-Doolin Public Service District
Account #:	5014998124
Bank:	Doolin Security Savings Bank, FSB
Contact:	Paul Myers (304) 455-1850

B.

Payor:	West Virginia Infrastructure and Jobs Development Council
Amount:	$636,802
Form:	Wire Transfer
Payee:	Grandview-Doolin Public Service District
Account #:	5014998132
Bank:	Doolin Security Savings Bank, FSB
Contact:	Paul Myers (304) 455-1850

C. WIRING TO CORRESPONDENT BANK:

1. Wire funds to Federal Home Loan Bank of Pittsburgh
ABA #043001435

2. For further credit to Doolin Security Savings Bank, FSB
Account #1042309

3. For final credit to either:

Series 2000 A Bonds Construction Trust Fund, Account #5014998124

or

Series 2000 B Bonds Construction Trust Fund, Account #5014998132

2. DISBURSEMENTS BY GRANDVIEW-DOOLIN PUBLIC SERVICE DISTRICT FROM BOND PROCEEDS

A.
Source:	Series 2000 A Bond Proceeds (West Virginia DWTRF Program)
Amount:	$49,468
Form:	Check
Payee:	West Virginia Municipal Bond Commission
Memo:	Series 2000 A Bonds Reserve Account

B.
Source:	Series 2000 A Bond Proceeds (West Virginia DWTRF Program)
Amount:	$85,852
Form:	Check
Payee:	West Virginia Municipal Bond Commission
Memo:	Series 2000 B Bonds Reserve Account

C.
Source:	Series 2000 B Bond Proceeds (West Virginia Infrastructure Fund)
Amount:	$271,016.62
Form:	Check
Payee:	United States Department of Agriculture
Memo:	Pay-off of Series 1989 Bonds

D.
Source:	Series 2000 B Bond Proceeds (West Virginia Infrastructure Fund)
Amount:	$204,764.00
Form:	Check
Payee:	West Virginia Municipal Bond Commission
Memo:	Pay-off of Series 1997 Design Note

E.	Source:	Series 1989 Bonds Reserve Account
	Amount:	$7,522.67
	Form:	Cashier's Check
	Payee:	S & S Engineers, Inc.
	Memo:	Settlement of Civil Action

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
180 ASSOCIATION DRIVE, CHARLESTON WV 25311-1571

bcattndl.wpd

TELEPHONE: 304/558-3612
TELECOPIER: 304/558-0299

BOND CLOSING ATTENDANCE LIST

Date May 2, 2000 Time 10:00 Name of LGA Grandview-Doolin Public Service District
Program DWTRF and Infrastructure Fund

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX
John C. Stump	Steptoe & Johnson	353-8196	355-8180
William E. Cunningham	Ghosh Engineers, Inc.	343-5300	343-5912
Walter Ivey	Bureau for Public Health	558-2981	558-0691
Patrick Taylor	Bureau for Public Health	558-2981	558-0691
BERNIE YONUOSKY	WV WDA	558-3612	558-0299
Barbara B Meadows	" "	558-3612	558.0299
SAMMIE L. Gee	Jackson & Kelly PLLC	340-1318	340-1080
Virginia M McDonald	USDA-RUS	420-6666	420-6876
GARY D. WILSON	USDA-RUS	420-6666	420-6876
Doug Olds	WV WDA	558-3612	558-0299

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 Ron Brill, Manager Telephone No. 455-1921
Address P.O. Box 8, Proctor, WV 26055

***REMINDER*: As a participant in this program, the Local Governmental Agency (the "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 Non-Arbitrage 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.**