

THE TOWN OF HARMAN

**SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)**

DATE OF CLOSING: NOVEMBER 7, 2008

NOTE TRANSCRIPT

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(West Virginia Water Development Authority)**

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THE TOWN OF HARMAN

**SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)**

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THE TOWN OF HARMAN

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE PUBLIC SEWERAGE FACILITIES OF TOWN OF HARMAN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF HARMAN OF NOT MORE THAN \$265,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH NOTES; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH NOTE; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH NOTE; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTES AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWN OF HARMAN:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Note Legislation") is enacted pursuant to the provisions of Chapter 16, Article 13 and Chapter 22C, Article 1 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. The Town of Harman (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State.

B. The Issuer deems it necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system (the "Project") (the new public sewerage system of the Issuer, the Project and any further extensions, additions, betterments and improvements 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 Recorder of the Issuer.

C. It is deemed necessary for the Issuer to issue its Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority) in the total aggregate principal amount of not more than \$265,000 as a single note (the "Series 2008 B Note"), to temporarily finance a portion of the costs of acquisition and construction of the Project and paying certain costs of issuance.

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

E. It is in the best interests of the Issuer that its Series 2008 B Note be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, as hereinafter defined, in form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

J. On the closing date, there will be an outstanding obligation of the Issuer being the Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund) issued concurrent with the Series 2008 B Note (the "Series 2008 A Bonds") which will rank senior and prior with the Series 2008 B Note as to liens, pledge, source of and security for payment or are secured by revenues or assets of the System.

K. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest, if any, on the Series 2008 B Note and to make payments into all fund and accounts and other payments provided for herein.

L. The Issuer has complied with all requirements of West Virginia law, the Loan Agreement (hereinafter defined) relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2008 B Note, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the West Virginia Infrastructure & Jobs Development Council and the obtaining of a Certificate of Public Convenience and Necessity 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 2008 B Note or such final order will not be subject to appeal.

M. Pursuant to the Act, the Issuer has heretofore established a Sanitary Board and the Sanitary Board has petitioned the Governing Body to issue the Series 2008 B Note for the purposes set forth herein.

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

Section 1.03. Note Legislation Constitutes Contract. In consideration of the acceptance of the Series 2008 B Note by the Registered Owners of the same from time to time, this Note Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Noteholders, 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 Noteholders of any and all of such Series 2008 B Note, all which shall be of equal rank and without preference, priority or distinction between any one Note and any other Notes and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

“Act” means, collectively, Chapter 16, Article 13 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

“Authority” means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2008 B Note, or any other agency, board or department of the State that succeeds to the functions of the Authority.

“Authorized Officer” means the Mayor of the Issuer, or any other officer of the Issuer specifically designated by resolution of the Governing Body.

“Board” or “Sanitary Board” means the Sanitary Board of the Issuer.

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

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

“Closing Date” means the date upon which there is an exchange of the Series 2008 B Note for all or a portion of the proceeds of the Series 2008 B Note 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 Chapman Technical Group, Ltd., or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System, or portion thereof, in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

“Costs” or “Costs of the Project” means those costs described in Section 1.02D hereof to be a part of the costs of acquisition and construction of the Project.

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

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

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

“Governing Body” means the Town Council 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.

“Grant” means any grants committed to 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 Note Legislation.

“Independent Certified Public Accountants” means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by

the Issuer to prepare an independent annual or special audit of the accounts of the System or for any other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

“Issuer” means The Town of Harman, a municipal corporation and political subdivision of the State of West Virginia, in Randolph County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body and/or the Sanitary Board of the Issuer.

“Loan Agreement” means the Loan Agreement heretofore entered, or to be entered into, by and between the Issuer and the Authority providing for the purchase of the Series 2008 B Note, the form of which shall be approved and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

“Mayor” means the Mayor of the Issuer.

“Net Proceeds” means the face amount of the Series 2008 B Note, plus accrued interest and premium, if any, less original issue discount, if any.

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

“Notes” means, collectively, the Series 2008 B Note and, where appropriate, any notes on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

“Note Legislation,” “Ordinance,” “Note Ordinance” or “Local Act” means this Note Ordinance and all ordinances, orders and resolutions supplemental hereto or amendatory hereof.

“Operating Expenses” means the reasonable, proper and necessary costs of repair, operation and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses (other than those capitalized as part of the Costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and Paying Agent), 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 Notes, charges for depreciation, losses from the sale or other disposition of or 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 Notes and as of any particular date, describes all Notes theretofore and thereupon being authenticated and delivered except (i) any Note cancelled by the Registrar, at or prior to said date; (ii) any Note for the payment of which

monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Note 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 Holders, any Note registered to the Issuer.

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

“Paying Agent” means the Commission or such other entity or authority as may be designated as a Paying Agent by the Issuer in the Supplemental Resolution with the written consent of the Authority.

“Project” means the Project as described in Section 1.02B hereof.

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

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended, including, without limitation, authorized pools of investments operated by such State Board of Investments; 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.

"Recorder" means the Recorder of the Issuer.

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

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

“Regulations” means temporary and permanent regulations promulgated under the Code, or any predecessor thereto.

“Renewal and Replacement Fund” means the Renewal and Replacement Fund established by section 5.01 hereof.

“Revenue Fund” means the Revenue Fund established by section 5.01 hereof.

“Series 2008 A Bonds” means the Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund).

“Series 2008 A Bonds Ordinance” means the ordinance dated September 2, 2008 authorizing the Series 2008 A Bonds.

“Series 2008 A Bonds Construction Trust Fund” means the Series 2008 A Bonds Construction Trust Fund established by the Series 2008 A Bonds Ordinance.

“Series 2008 A Bonds Reserve Account” means the Series 2008 A Bonds Reserve Account established by the Series 2008 A Bonds Ordinance.

“Series 2008 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 2008 A Bonds in the then current or any succeeding year.

“Series 2008 A Bonds Sinking Fund” means the Series 2008 A Bonds Sinking Fund established by the Series 2008 A Bonds Ordinance.

“Series 2008 B Note” means the Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority) authorized by this Ordinance.

“Series 2008 B Note Fund” means the Series 2008 B Note Fund established by Section 5.02 hereof.

“State” means the State of West Virginia.

“Supplemental Resolution” means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article “the,” refers specifically to the supplemental resolution authorizing the sale of the Series 2008 B Note; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2008 B Note, and not so included may be included in another Supplemental Resolution.

“Surplus Revenues” means the Net Revenues not required by the Note Legislation to be set aside and held for the payment of or security for the Notes or any other

obligations of the Issuer, including, without limitation, the Sinking Funds, the Reserve Accounts and the Renewal and Replacement Fund.

“System” means the complete sewerage system of the Issuer, to be constructed as a result of the issuance of the Series 2008 B Note and Series 2008 A Bonds, and shall include the Project and any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the System from any sources whatsoever.

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

“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 enactment hereof.

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

ARTICLE II
AUTHORIZATION OF ACQUISITION AND CONSTRUCTION
OF THE PROJECT

Section 2.01. Authorization of the Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project at an estimated cost of not to exceed \$4,130,452, of which a portion will be paid from proceeds of the Series 2008 B Note, 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 2008 B Note hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received or will receive bids and will enter into contracts for the acquisition and construction of the Project in an amount compatible with the financing plan submitted to the Authority.

The cost of the project is estimated not to exceed \$4,130,952 of which not more than \$265,000 will be obtained from the proceeds of the Series 2008 B Note; \$300,000 will be obtained from the proceeds of the Series 2008 A Bonds; and approximately \$1,500,000 will be obtained from a Small Cities Block Grant; approximately \$1,798,420 will be obtained as a grant from the West Virginia Infrastructure & Jobs Development Council; approximately \$110,000 will be obtained from a U.S. Army Corps of Engineers Grant; approximately \$24,332 will be obtained from a grant from The County Commission of Randolph County and approximately \$133,200 will be obtained from a grant from the State of West Virginia.

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND
SALE OF NOTE; AUTHORIZATION AND EXECUTION
OF LOAN AGREEMENT

Section 3.01. Authorization of Note. For the purposes of paying Costs of the Project not otherwise provided for and paying certain costs of issuance 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 the negotiable Series 2008 B Note of the Issuer. The Series 2008 B Note shall be issued as a single note, designated as "Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority)", in the principal amount of not more than \$265,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2008 B Note remaining after funding capitalization of interest, if any, shall be deposited in or credited to the Series 2008 Bonds Construction Trust Fund established by the Series 2008 A Bonds Ordinance.

Section 3.02. Terms of Note. The Series 2008 B Note shall be issued in such principal amount; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable 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 2008 B Note 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, if any, on the Series 2008 B Note shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the 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 2008 B Note shall initially be issued in the form of a single note, fully registered to the Authority, with a record of advances, representing the aggregate principal amount of the Series 2008 B Note, and shall mature in twenty-four (24) months or as provided in the Supplemental Resolution. The Series 2008 B Note shall be exchangeable at the option and expense of the Registered Owner for another fully registered Note or Notes of the same series in aggregate principal amount equal to the amount of said Note then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Note; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Notes. The Series 2008 B Note shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or

imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2008 B Note shall cease to be such officer of the Issuer before the Series 2008 B Note so signed and sealed have been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. Any Series 2008 B Note may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Note shall hold the proper office in the Issuer, although at the date of such Note such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2008 B Note shall be valid or obligatory for any purpose or entitled to any security or benefit under this Note Legislation unless and until the Certificate of Authentication and Registration on such Note, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Registrar. Any such executed Certificate of Authentication and Registration upon any such Note shall be conclusive evidence that such Note has been authenticated, registered and delivered under this Note Legislation. The Certificate of Authentication and Registration on any Series 2008 B Note shall be deemed to have been executed by the Registrar if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the notes issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2008 B Note 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 2008 B Note shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Note shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2008 B Note remains outstanding, the Issuer, through the Registrar or its agent, shall keep and maintain books for the registration and transfer of such Note.

The registered Series 2008 B Note shall be transferable only upon the books of the 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 Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging or transferring the registered Series 2008 B Note are exercised, all Series 2008 B Notes shall be delivered in accordance with the provisions of this Note Legislation. All Series 2008 B Notes surrendered in any such exchanges or transfers shall forthwith be cancelled by the Registrar. For every such exchange or transfer of Series 2008 B Notes, the 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 note upon each exchange or transfer, and any other expenses of the Registrar incurred in connection therewith, which sum or sums shall be paid by

the Issuer. The Registrar shall not be obliged to make any such exchange or transfer of any Series 2008 B Note during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2008 B Note or, in the case of any proposed redemption of such Note, next preceding the date of the selection of Notes to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Note Mutilated, Destroyed, Stolen or Lost. In case any Series 2008 B Note shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Note of the same series and of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note upon surrender and cancellation of such mutilated Note, or in lieu of and substitution for the Note 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 Registrar may incur. All Notes so surrendered shall be cancelled by the Registrar and held for the account of the Issuer. If any such Note shall have matured or be about to mature, instead of issuing a substitute Note, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Note be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Note not to be Indebtedness of the Issuer. The Series 2008 B Note shall not, in any event, be or constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the proceeds of a grant or grants made available to the Issuer subsequent to the issuance of the Note. No holder or holders of the Series 2008 B Note shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2008 B Note or the interest thereon.

Section 3.08. Note Secured by Pledge of Grant Proceeds and Surplus Revenues; Lien Position with Respect to Series 2008 A Bonds. The payment of the debt service on the Series 2008 B Note shall be secured by a first lien on all grant proceeds received by the Issuer subsequent to the issuance of the Note to permanently finance a portion of the costs of the Project and Surplus revenues derived from the System, junior and subordinate to the lien on Net Revenues in favor of the Series 2008 A Bonds.

Section 3.09. Delivery of Note. The Issuer shall execute and deliver the Series 2008 B Note to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2008 B Note 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 2008 B Note are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;
- B. A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2008 B Note to the original purchasers;

- C. An executed and certified copy of the Note Legislation;
- D. An executed copy of the Loan Agreement; and
- E. The unqualified approving opinion of bond counsel on the Series 2008 B Note.

Section 3.10. Form of Note. The text of the Series 2008 B Note 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 2008 B NOTE)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE TOWN OF HARMAN
SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)

No. BR-1

\$265,000

KNOW ALL MEN BY THESE PRESENTS: That on this the 7th day of November, 2008, THE TOWN OF HARMAN, a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, on the maturity date of November 1, 2010.

Interest only shall commence on the date hereof on the amounts advanced and outstanding, payable in quarterly installments on January 1, April 1, July 1 and October 1 of each year in arrears at the rate of 3% per annum, with the first payment due on January 1, 2009. The interest on this Note is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

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 upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, dated _____, 2008.

This Note is issued (i) to temporarily pay a portion of the costs of acquisition and construction of a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system (the "Project"); and (ii) to pay capitalized interest on the Note. The public sewerage system to be constructed by the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Note Ordinance duly enacted by the Issuer on _____, 2008, and a Supplemental

Resolution duly adopted by the Issuer on _____, 2008 (collectively, the "Note Legislation"), and is subject to all the terms and conditions thereof. The Note Legislation provides for the issuance of additional notes under certain conditions, and such notes would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Note under the Note Legislation.

THIS NOTE HAS NO LIEN ON THE GROSS OR NET REVENUES OF THE SYSTEM.

This Note and the interest thereon are payable only from and secured by a first lien on the proceeds of a grant or grants made available to the Issuer subsequent to the issuance of the Note to permanently finance the costs of the Project and Surplus Revenues junior and subordinate to the lien on Net Revenues in favor of the Series 2008 A Bonds. This Note does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except as set forth in the Note Ordinance.

Subject to the registration requirements set forth herein, this Note is transferable, as provided in the Note Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Note, 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 Note, 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 Note shall be applied solely to payment of the costs of the Project and costs of issuance described in the Note Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Note.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Note, 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.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE TOWN OF HARMAN has caused this Note to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Note to be dated the day and year first written above.

[SEAL]

Mayor

ATTEST

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of the Series 2008 B Note described in the within-mentioned Note Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2008

THE HUNTINGTON NATIONAL BANK,
as Registrar

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

Amount	Date	Amount	Date
(1) \$ _____		(11) \$ _____	
(2) \$ _____		(12) \$ _____	
(3) \$ _____		(13) \$ _____	
(4) \$ _____		(14) \$ _____	
(5) \$ _____		(15) \$ _____	
(6) \$ _____		(16) \$ _____	
(7) \$ _____		(17) \$ _____	
(8) \$ _____		(18) \$ _____	
(9) \$ _____		(19) \$ _____	
(10) \$ _____		(20) \$ _____	
<u>TOTAL</u> \$ _____			

(Form of)

ASSIGNMENT

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

Dated: _____, 20____.

In the presence of:

Section 3.11. Sale of Note; Approval and Ratification of Execution of Loan Agreement. The Series 2008 B Note shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor 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 Recorder is directed to affix the seal of the Issuer, attest the same and deliver them 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, and is hereby approved and incorporated in this Note Legislation.

Section 3.12. Filing of Amended Schedule. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority a schedule for the Series 2008 B Note, the form of which will be provided by the Authority, setting forth the actual costs of the Project and sources of funds therefor.

**ARTICLE IV
[RESERVED]**

ARTICLE V
FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued if established by the Series 2008 A Bonds Ordinance) with and shall be held by the Depository Bank, separate and apart from all other funds or accounts of the Depository Bank or the Issuer and from each other:

- (1) Revenue Fund (established by the Series 2008 A Bonds Ordinance);
- (2) Renewal and Replacement Fund (established by the Series 2008 A Bonds Ordinance); and
- (3) Series 2008 Bonds Construction Trust Fund
(established by the Series 2008 A Bonds Ordinance).

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created (or continued if established by the Series 2008 A Bonds Ordinance) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other:

- (1) Series 2008 A Bonds Sinking Fund (established by the Series 2008 A Bonds Ordinance); and
- (2) Series 2008 A Bonds Reserve Account
(established by the Series 2008 A Bonds Ordinance); and
- (3) Series 2008 B Note Fund

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

- (1) The Issuer shall first, each month, transfer from the Revenue Fund an amount sufficient to pay current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2008 A Bonds, for deposit in the Series 2008 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2008 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 2008 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.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit it to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2008 A Bonds, if not fully funded upon issuance of the Series 2008 A Bonds, for deposit in the Series 2008 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2008 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2008 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 2008 A Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, from the monies remaining in the Revenue Fund, transfer to the Renewal and Replacement Fund, a sum equal to 2 ½% of the Gross Revenues each month (as previously set forth in the Prior Ordinances and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

This note has no lien on the Gross Revenues or Net Revenues of the system. The Issuer shall remit to the Commission the principal and interest only upon receipt of a grant or grants made available to the Issuer subsequent to the issuance of the Note to permanently finance the costs of the Project and Surplus Revenues.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2008 B Note Fund and created hereunder, and all amounts required for said account shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. 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.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. The Series 2008 B Notes are secured by future grants received by the Issuer subsequent to the issuance of the Series 2008 A Notes and secured by Surplus Revenues.

C. 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 and interest with respect to the Series 2008 B Note 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 Note Legislation.

D. 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.

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 monies in excess of the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such

insured sum, by Government Obligations or by other Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

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

ARTICLE VI

APPLICATION OF NOTE PROCEEDS

Section 6.01. Application of Note Proceeds; Pledge of Unexpended Note Proceeds. From the monies received from the sale of the Series 2008 B Note, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2008 B Note, there shall be deposited with the Commission in the Series 2008 B Note Fund, the amount, if any, set forth in the Supplemental Resolution for capitalized interest.

B. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2008 B Note, such monies shall be deposited with the Depository Bank in the Series 2008 Bonds Construction Trust Fund and applied solely to payment of the costs of the Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2008 B Note.

C. After completion of the construction of the Project, as certified by The Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2008 B Note shall be expended as directed by the Authority.

Section 6.02. Disbursements of Note Proceeds. The Issuer shall each month provide the Authority with a requisition for the costs incurred for the Project, together with such documentation as the Authority shall require. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements of the proceeds of the Series 2008 B Note from the Series 2008 Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Authority of a certificate, signed by an Authorized Officer, stating that:

- (1) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;
- (2) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;
- (3) Each of such costs has been otherwise properly incurred; and
- (4) Payment for each of the items proposed is then due and owing.

Pending such application, monies in the Series 2008 Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII
ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Note Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2008 B Note. In addition to the other covenants, agreements and provisions of this Note Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2008 B Note 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 2008 B Note or the interest thereon is Outstanding and unpaid.

Section 7.02. Notes not to be Indebtedness of the Issuer. The Series 2008 B Note shall not be nor constitute a corporate 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 Note Legislation. No Holder or Holders of the Series 2008 B Note shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2008 B Note or the interest thereon.

Section 7.03. Note Secured by Pledge of Future Grant proceeds and Surplus Revenues. The payment of the debt service on the Series 2008 B Note shall be secured by a first lien on the Issuer's receipt of future grant or grants used to permanently finance a portion of the costs of the Project and Surplus Revenues. It is anticipated that the Issuer will be the beneficiary of a grant from the West Virginia Infrastructure & Jobs Development Council, which grant proceeds shall be pledged to and used to pay the debt service and interest on the Series 2008 B Note.

Section 7.04. 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. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted February 5, 2008, which rates are incorporated herein by reference as a part hereof.

Section 7.05. Sale of the System. So long as the Series 2008 B Notes is outstanding and except as otherwise required by law or with the written consent of 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 fully pay all the Notes Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the Commission for deposit in the Series 2008 B Note Fund, or in the event the Authority is no longer a Holder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 2008 B Note in accordance with Article X hereof. Any balance remaining after the payment of the Series 2008 B Note and interest 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 is not in excess of \$10,000, the Issuer shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer 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 shall be in excess of \$10,000 but not in excess of \$50,000, the Issuer shall first, in writing, determine with the written approval of the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Governing Body may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of \$10,000 and not in excess of \$50,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said fund by other provisions of this Note 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 source fiscal year for such sales, leases or other dispositions of such properties, shall be in excess of \$50,000 and insufficient to pay all Notes then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Notes then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Notes 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 for in Section 7.07 hereof, the Issuer shall not issue any other 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 2008 B Note. All obligations issued by the Issuer after the issuance of the Series 2008 B Note and payable from future grants and Surplus 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 and source of and security for payment from such revenues and in all other respects, to the Series 2008 B Notes; 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 2008 B Note, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2008 B Note and the interest, if any, thereon in this Note Legislation, or upon the System or any part thereof.

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

Section 7.07. Additional Parity Bonds. No additional Parity Bonds, payable out of the future grants or Surplus Revenues of the System, shall be issued after the issuance of the Series 2008 B Note pursuant to this Ordinance, without the prior written consent of the Authority.

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

The Issuer shall permit the Authority, or its 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 Note issued pursuant to this Note 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 and the Act. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Issuer. The

Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Issuer shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Authority, or any other original purchaser of the Series 2008 B Note and shall mail in each year to any Holder or Holders of the Series 2008 B Note, 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 Note Legislation and the status of all said funds and accounts.

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and, to the extent legally required, in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof), 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 2008 B Note and shall submit the report to the Authority, or any other original purchaser of the Series 2008 B Note. Such audit report submitted to the Authority shall include a statement that notes whether the results of test disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service requirements.

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

The Issuer shall permit the Authority, or its 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 and commencement of operation of the Project, the Issuer shall also provide the Authority, or its agents and representatives, with access to the System site and

System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2008 B Note, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Recorder of the Issuer, which copy will be open to inspection by all interested parties. Such schedule or schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority 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 registered 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 registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, and to any Holder of any Notes who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, 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 any Holder of any Notes or anyone acting for and in behalf of such Holder of any Notes.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 2 years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority by the 10th day of each month.

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

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority 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, and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of the Loan Agreement.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the 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 the System or the water 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 system is not owned by the Issuer, the Issuer will, to the extent allowed by law, use diligent efforts to enter into a similar termination agreement with the provider of such water, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders thereof.

Section 7.14. No Free Services. 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 either 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, the Board 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 Series 2008 B Note 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 Board, 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 prime contractor 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 and the Board 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 OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing 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 any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

(4) FIDELITY BONDS will be provided as to every officer and employee of the Issuer or the Board 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.

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

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

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. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the Board, the prime contractor and all subcontractors, as their interests may appear. The Issuer shall verify such insurance prior to commencement of construction.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in

order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.17. Completion of Project: Permits and Orders. The Issuer will complete the acquisition and construction of 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 will obtain all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia necessary for the acquisition and construction of the Project and the operation of the System and all approvals of issuance of the Series 2008 B Note required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer and the Board shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. The Issuer and the Board also agree to comply with all applicable laws, rules and regulations issued by the Authority, 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 7.19. [RESERVED]

Section 7.20. Securities Law 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 7.21. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2008 B Note, 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 2008 B Note and shall be junior and subordinate to the statutory mortgage lien in favor of the Holders of the Series 2008 A Bonds.

Section 7.22. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2008 B Note 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 Authority for written approval. The Issuer shall obtain the written approval of the Authority before expending any proceeds of the Series 2008 B Note held in "contingency" as set forth in the Schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Authority before expending any proceeds of the Series 2008 B Note made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Authority 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; USE OF PROCEEDS

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Ordinance, 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 Ordinance, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank 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 2008 B Note are Outstanding and as long thereafter as necessary to comply with the Code and to assure the exclusion of interest, if any, on the Series 2008 B Note from gross income for federal income tax purposes.

Section 8.02. Certificate and Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2008 B Note as a condition to issuance of the Series 2008 B Note. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2008 B Note as may be necessary in order to maintain the status of the Series 2008 B Note as governmental notes; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2008 B Note which would cause any notes, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority, from which the proceeds of the Series 2008 B Note are derived, to lose their status as tax-exempt notes; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the

Authority, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Note Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2008 B Note and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2008 B Note:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2008 B Note; or

(2) If default occurs in the Issuer or the Issuer's observance of any of the covenants, agreements or conditions on their respective parts relating to the Series 2008 B Note set forth in this Note Legislation, any supplemental resolution or in the Series 2008 B Note, and such default shall have continued for a period of 30 days after the Issuer or Board, as appropriate, shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Note; or

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

(4) If default occurs with respect to the Series 2008 A Bonds Ordinance.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner or Holder 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 or Holders including the right to require the Issuer to perform its duties under the Act and the Note 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 Notes; (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 or Holders of the Notes, and (v) by action or bill in equity enjoin any acts in violation of the Note Legislation with respect to the Notes, or the rights of such Registered Owners.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Note may, by proper legal action, compel the performance of the duties of the Issuer under the Note 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 Notes, any Registered Owner of a Note 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 or the Board, 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 Notes 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 Note 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 do.

Whenever all that is due upon the Notes and interest thereon and under any covenants of this Note 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 Note 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 Notes 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 herein above 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 Notes. 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 Notes and the curing and making good of any Event of Default with respect thereto under the provisions of this Note Legislation, and the title to and ownership of said 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 NOTE

Section 10.01. Payment of Series 2008 B Note. If the Issuer shall pay or there shall otherwise be paid, to the Holders of the Series 2008 B Note, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein and in this Note Legislation, then the pledge of grant proceeds and Surplus Revenues and other monies and securities pledged under this Note Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2008 B Note shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Note Legislation. Prior to issuance of the Series 2008 B Note, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2008 B Note, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2008 B Note shall be made without the consent in writing of the Registered Owners of the Series 2008 B Note so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2008 B Note or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2008 B Note required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Note Legislation may be amended without the consent of any Holder 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 excludability of interest on the Series 2008 B Note from gross income of the holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance 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 Ordinance, the Supplemental Resolution or the Series 2008 B Note.

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

Section 11.05. Conflicting Provisions Repealed. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance 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 Ordinance 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 Mayor, the Recorder and members of the Governing Body and the Issuer were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in *Inter-Mountain* a qualified newspaper published and of general circulation in The Town of Harman, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2008 B Note, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

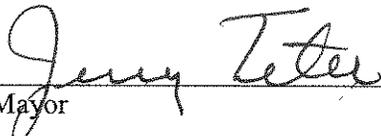
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Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing hereon.

Passed on First Reading: October 7, 2008

Passed on Second Reading: October 14, 2008

Passed on Final Reading
Following Public
Hearing: November 3, 2008



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of THE TOWN OF HARMAN on the 3rd day of November, 2008.

Dated: November 7, 2008

[SEAL]


Recorder

06.07.08
379400.00001

EXHIBIT A

Loan Agreement included in note transcript as Document 3.



THE TOWN OF HARMAN

Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), OF THE TOWN OF HARMAN; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH NOTE AND THE SALE AND DELIVERY OF SUCH NOTE TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE NOTE.

Whereas, the Town Council (the "Governing Body") of The Town of Harman (the "Issuer") has duly and officially adopted and enacted a note ordinance, effective November 3, 2008 (the "Note Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE PUBLIC SEWERAGE FACILITIES OF TOWN OF HARMAN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF HARMAN OF NOT MORE THAN \$265,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND

SECURITY FOR THE REGISTERED OWNERS OF SUCH NOTES; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH NOTE; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH NOTE; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTES 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 Note Ordinance when used herein;

WHEREAS, the Note Ordinance provides for the issuance of Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), of the Issuer (the "Series 2008 B Note"), in the aggregate principal amounts not to exceed \$265,000, and has authorized the execution and delivery of a loan agreement relating to the Series 2008 B Note, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Note Ordinance it is provided that the form of the Loan Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Series 2008 B Note should be established by a supplemental resolution pertaining to the Series 2008 B Note; and that other matters relating to the Series 2008 B Note be herein provided for;

WHEREAS, the Loan Agreement has been presented to the Issuer at this meeting;

WHEREAS, the Series 2008 B Note is 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 amounts, the dates, the maturity date, the redemption provisions, the interest rate, the interest and principal payment dates and the sale price of the Series 2008 B Note be fixed hereby in the manner stated herein, and that other matters relating to the Series 2008 B Note be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF HARMAN, AS FOLLOWS:

Section 1. Pursuant to the Note Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), of the Issuer, originally represented by a single note, numbered BR-1, in the principal amount of \$265,000. The Series 2008 B Note shall be dated the date of delivery thereof, shall finally mature November 1, 2011. The interest of the Series 2008 B Note shall be payable quarterly on January 1, April 1, July 1, and October 1 of each year, commencing January 1, 2009, to and including November 1, 2011, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2008 B Note and incorporated in and made a part of the Series 2008 B Note. On November 1, 2011, the entire principal amount is due. The Series 2008 B Note shall be subject to redemption upon the written consent of the Authority, and upon payment of the interest and 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 2008 B Note.

Section 2. All other provisions relating to the Series 2008 B Note and the text of the Series 2008 B Note shall be in substantially the form provided in the Note Ordinance.

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 Mayor, 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 application to the Authority. The price of the Series 2008 B Note shall be 100% of par value, there being no interest accrued thereon.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2008 B Note under the Note Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2008 B Note, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, 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 Series 2008 B Note under the Note Ordinance.

Section 6. The Issuer does hereby appoint and designate the Grant County Bank, Harman, West Virginia, to serve as Depository Bank under the Note Ordinance.

Section 7. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection

with the Series 2008 B Note hereby and by the Note Ordinance approved and provided for, to the end that the Series 2008 B Note may be delivered on or about November 7, 2008, to the Authority pursuant to the Loan Agreement.

Section 9. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2008 B Note 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 10. The Issuer does hereby ratify, approve and accept all contracts relating to the financing, acquisition and construction of the Project.

Section 11. The Issuer hereby determines to invest all monies in the funds and accounts established by the Note Ordinance 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 monies to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer.

Section 12. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 3rd day of November, 2008.



Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of
The Town of Harman on the 3rd day of November, 2008.

Dated: November 7, 2008.

[SEAL]


Recorder

10.27.08
379400.00001

CH4999903.2

WDA-SF-GAN
(7/30/08)

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"), and the governmental agency designated below (the "Governmental Agency").

Town of Harman
(Governmental Agency)

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 22C, Article 1 of the Code of West Virginia, 1931, as amended (the "Act"), the Authority is empowered to make loans to governmental agencies for the acquisition or construction of water development 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 of West Virginia (the "State") to acquire, construct, improve, operate and maintain a water development 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 water development 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 Section 5 of the Act and having available sufficient funds therefor, the Authority is willing 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 Supplemental Fund of the Authority, subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Authority's water development 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," governmental agency," "water development project," "wastewater facility" and "water facility" have the definitions and meanings ascribed to them in the Act.

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

1.3 "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.

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

1.5 "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.

1.6 "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 "Project" means the water development 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 or being or having been constructed by the Governmental Agency in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Local Bonds.

1.9 "System" means the water development 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.

1.10 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 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 is approved by the Authority.

2.4 The Governmental Agency agrees that the Authority and its 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 its duly authorized agents and representatives shall, prior to, during and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority 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, acting by and through its Director or his 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 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 Governmental Agency agrees that it will permit the Authority and its 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 shall 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 Authority and shall verify or shall 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 is 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 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 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 Authority or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

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

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

3.1 The agreement of the Authority to make the Loan is subject to the Governmental Agency's fulfillment, to the satisfaction of the Authority, 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 shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit A;

(d) No Loan shall be made for the purpose of refinancing any outstanding long-term indebtedness of a Governmental Agency unless an opinion of counsel is received by the Authority to the effect that such refinancing is permitted by the Act;

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

(f) The Governmental Agency 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 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 for the issuance of the Local Bonds required by State law, and the Authority 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;

(h) 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 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;

(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 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, 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 shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of water development projects and satisfactory to the Authority, to such effect, such certificate to be in form and substance satisfactory to the Authority, and evidence satisfactory to the Authority 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 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 and the Governmental Agency. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority or such later date as is agreed to in writing by the Authority.

3.5 The Governmental Agency understands and acknowledges that it is one of several governmental agencies which have applied to the Authority for loans from the Program to finance water development projects and that the obligation of the Authority to make any such loan is subject to 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 it has available funds sufficient 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. Additionally, the Governmental Agency recognizes that the Authority will purchase the Local Bonds only with funds from the Program and not with funds from any other loan programs of the Authority.

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 Authority:

(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, as reflected on the Schedule X attached hereto, and beginning seven (7) months prior to the first date of payment of interest on the Local Bonds and thirteen (13) months prior to the first date of payment of principal of the Local Bonds, respectively, to provide debt service on the Local Bonds by depositing in a sinking fund one-sixth (1/6) of the interest payment next coming due on the Local Bonds and one-twelfth (1/12) of the principal payment next coming due on the Local Bonds and, beginning thirteen (13) 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 or other security instrument) 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) (or such other amount as shall be acceptable to the Authority and as shall fund the Reserve Account over not more than ten (10) years) 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 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, shall operate and maintain the System in good condition and, to the extent applicable, in compliance with, among other state and federal standards, the water quality standards established by the West Virginia Bureau for Public Health (the "BPH"), the West Virginia Department of Environmental Protection (the "DEP") and the United States Environmental Protection Agency (the "EPA"), shall permit the BPH, the DEP and EPA 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, and shall, as a condition precedent to the Authority's making the Loan, have obtained, among other permits required, permits from the BPH, the DEP and the EPA, if required;

(iv) That, except as otherwise required by State law or with the written consent of 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; 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, which

report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether 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 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, 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 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, 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 shall not authorize redemption of any Local Bonds by it without the written consent of the Authority and except in compliance with the restrictions contained in this Loan Agreement;

(xvi) That, to the full extent permitted by applicable law and the rules and regulations of the PSC, the Governmental Agency shall 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;

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

(xviii) That the Governmental Agency shall provide the Authority with annual financial information and such other information as is necessary for the Authority to meet its ongoing disclosure requirements;

(xix) That the Governmental Agency shall have obtained the certificate of the Consulting Engineers 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, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority 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 West Virginia Municipal Bond Commission (the "Commission") shall serve as paying agent for the Local Bonds;

(xxi) 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;

(xxii) 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;

(xxiii) 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, or, if applicable, the Governmental Agency shall annually furnish to the Authority such information with respect to the Governmental

Agency's use of the proceeds of the Local Bonds and any additional information requested by the Authority;

(xxiv) That the Governmental Agency shall obtain the written approval of the Authority before expending any proceeds of the Local Bonds available due to bid/construction/project underruns, including the "contingency" as set forth in the final Schedule A attached to the certificate of the Consulting Engineers;

(xxv) That the Governmental Agency shall list the funding provided by the Authority 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;

(xxvi) That, to the extent required by law, the Governmental Agency shall secure the approval of the Authority and all other state agencies having jurisdiction before applying for federal assistance for pollution abatement in order to maximize the amounts of such federal financial assistance received or to be received for all water development projects in the State of West Virginia;

(xxvii) That, as a condition precedent to the Authority's making the Loan, the Governmental Agency shall deliver to the Authority a tax and non-arbitrage certificate or a certificate with respect to the used of proceeds of the Local Bonds satisfactory to the Authority; and

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

The Governmental Agency 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 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.

4.3 The principal payments of the Loan shall be made by the Commission annually on the days and in the years provided in Schedule X hereto. The interest payments on the Loan shall be made by the Commission semiannually as provided in said Schedule X.

4.4 The Loan shall bear interest from the date of the delivery to the Authority of the Local Bonds until the date of payment thereof, 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 As long as the Authority is the owner of any of the Local Bonds outstanding, the Governmental Agency shall not redeem any of such Local Bonds outstanding without the written consent of the Authority.

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 any payment to the Authority pursuant to this Loan Agreement, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, plus 2%, from the date of the default until the date of the payment thereof. The defaulted interest shall be paid from the first deposits made by the Governmental Agency to the Commission.

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 Section 7 of the Act, including, without limitation, the right to impose, enforce and collect charges of the System.

ARTICLE VI

Other Agreements of the Governmental Agency

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

6.3 The Governmental Agency hereby agrees to repay on or prior to the Date of Loan Closing any moneys due and owing by it to the Authority for the planning or design of the Project, and such repayment shall be a condition precedent to the Authority's making the Loan.

6.4 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.

6.5 Notwithstanding Section 6.4, 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.

6.6 The Governmental Agency hereby agrees to give the Authority 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 Governmental Agency hereby agrees to file with the Authority 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 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 This Loan Agreement shall terminate upon the earlier of:

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

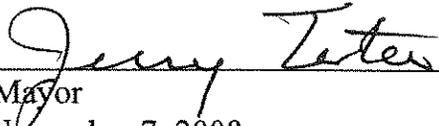
(ii) termination by the Authority pursuant to Section 6.3 hereof; or

(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.

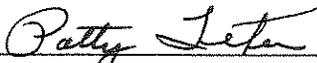
IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed by their respective duly authorized officers as of the date executed below by the Authority.

Town of Harman

(SEAL)

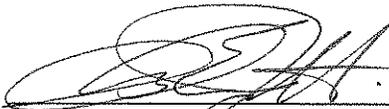
By: 
Its: Mayor
Date: November 7, 2008

Attest:


Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By: 
Its: Executive Director
Date: November 7, 2008

Attest:


Its: Secretary-Treasurer

0832/00302
04/28/05

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEERS

(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"), 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 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 A attached hereto as Exhibit A and my firm¹ 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 A attached hereto; and (xi) attached hereto as Exhibit A is the final amended "Schedule A - 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. _____

¹If 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."

²If 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 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") 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 payable semiannually on April 1 and October 1 of each year, commencing _____ 1, _____, at the rate of ___% per annum, and with principal payable annually on October 1 of each year, commencing _____ 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 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 cannot be amended so as to affect adversely the rights of the Authority or diminish the obligations of the Governmental Agency without the consent of the Authority.

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

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

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

 Name of Person Completing Form

 Address

 Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

- Item 1 You will need a copy of the current fiscal year budget adopted by the Governmental Agency to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ($\$1,200/12$). This is the incremental amount for the Budget Year-to-Date column.
- Item 2 Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of \$900 are anticipated to be incurred for the year, each month the base would be increased by \$75 ($\$900/12$). This is the incremental amount for the Budget Year-to-Date column.
- Item 3 Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Governmental Agency according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.
- Item 4 Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are \$1,200, then \$30 (2.5% of \$1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Governmental Agency.

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

EXHIBIT D

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

Interest \$_____

Principal \$_____

Total: \$_____

Reserve Account: \$_____

Witness my signature this ___ day of _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL NOTE

Principal Amount of Local Note	\$ <u>265,000</u>
Purchase Price of Local Note	\$ <u>265,000</u>

The Local Note is fully registered in the name of the Authority as to interest and principal and is payable as set forth on the Schedule Y attached hereto and incorporated herein by reference.

SCHEDULE Y

DEBT SERVICE SCHEDULE

Town of Harman

\$265,000

Closed 11/07/08

Due 11/01/11

3% interest on amounts drawn

SCHEDULE Z

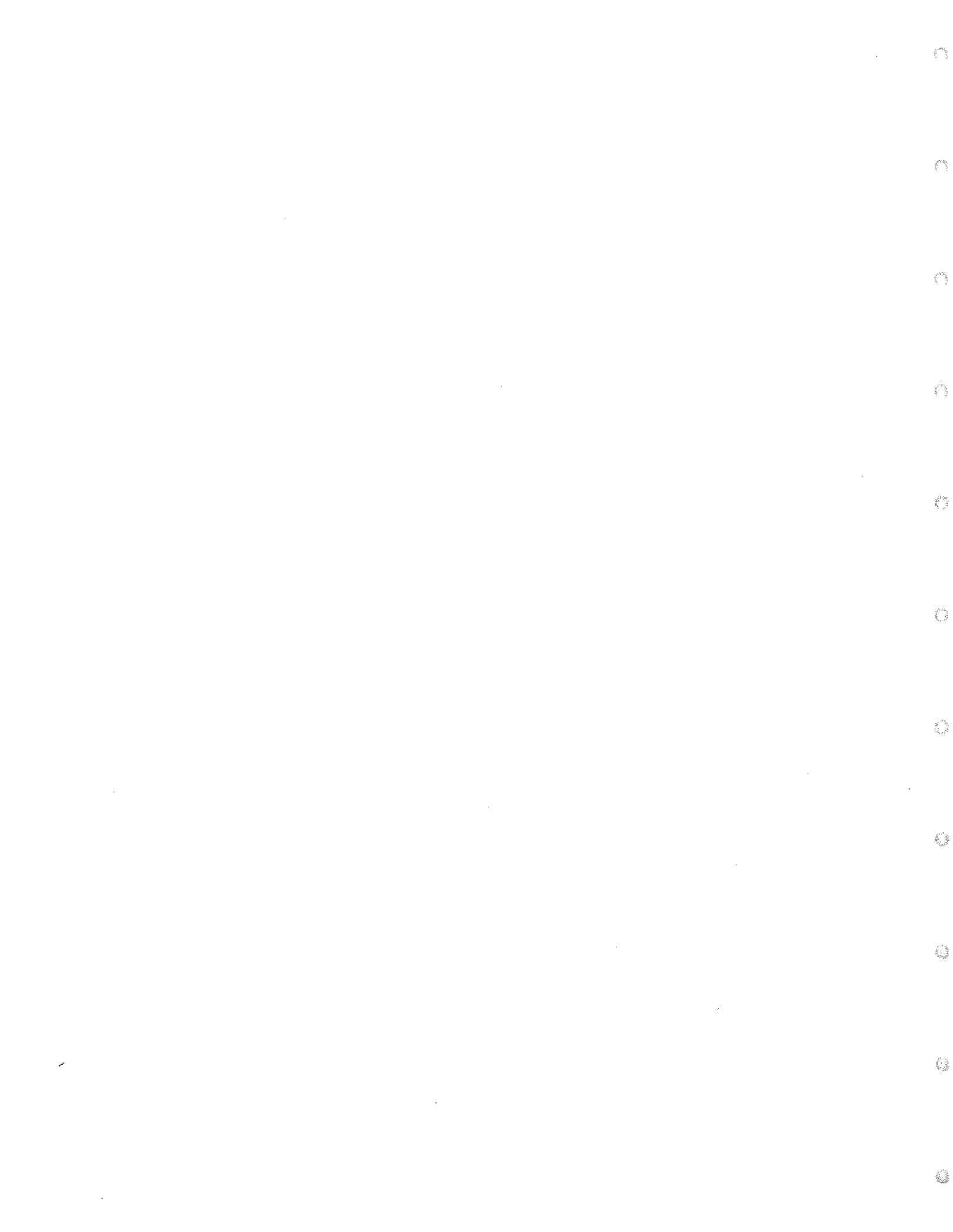
SPECIAL CONDITION:

This Grant Anticipation Note shall be repaid upon receipt of grant funds from the West Virginia Infrastructure and Jobs Development Council or other grant source.

MODIFICATIONS TO THE LOAN AGREEMENT:

The Authority hereby waives the debt service reserve account requirement set forth in Section 4.1(a)(ii) of the Loan Agreement. The Authority also waives the requirements of Section 4.1 (b) (i), (ii), (v), (xxi), (xxii), (xxiii) and (xxvii).

The Authority recognizes that the sole source of repayment of the Grant Anticipation Note is future grants received by the Governmental Agency.



PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Case No.: 07-1898-S-CN

TOWN OF HARMAN

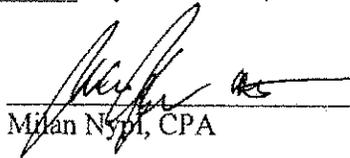
Application for a certificate of convenience and necessity to construct a public sanitary sewer system consisting of a new 50,000-GPD wastewater treatment plant and wastewater collection system in Randolph County.

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

AFFIDAVIT

I, Milan Nypl, CPA, after making an oath of affirmation to tell the truth, say that, I have reviewed the Recommended Decision of the Public Service Commission of West Virginia in Case No. 07-1898-S-CN date June 19, 2008 which became final order on July 9, 2008 approving a \$300,000 Infrastructure Fund Loan payable over 40 years at 0% interest, a \$1,548,420 Infrastructure Fund Grant and a \$1,500,000 Small Cities Block Grant for the Town of Harman (the "Town") and, based upon all the information that has been provided to me, to date, I am of the opinion that the rates and charges for the Town (i) are not affected by the additional funding including a \$265,000 Grant Anticipation Note from the WV Water Development Authority; an additional \$250,000 Infrastructure Fund grant, a \$110,000 U.S. Corps of Engineers grant, a \$133,200 state grant and a \$24,332 County Commission grant committed to the Project to cover the costs of a bid overrun; and (ii) will be sufficient to provide revenues which, together with other revenues of the System, will allow me to provide the CPA certification required for the issuance of the Bonds.

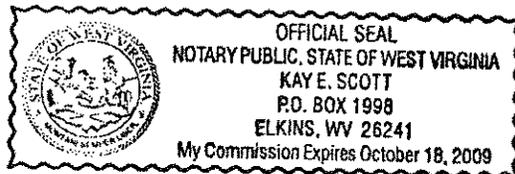
This Affidavit is executed on the 23RD day of October, 2008.


Milan Nypl, CPA

Taken, subscribed and sworn to before me this 23RD day of October, 2008.

My commission expires October 18, 2009

[SEAL]




Notary Public

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL

7/9/2008

Entered: June 19, 2008

CASE NO. 07-1898-S-CN

TOWN OF HARMAN

Application for a Certificate of Convenience and Necessity to construct a public sanitary sewer system consisting of a new 50,000-GPD wastewater treatment plant and wastewater collection system in Randolph County.

RECOMMENDED DECISION

On October 1, 2007, the Town of Harman (Town) filed an application, duly verified, for a certificate of convenience and necessity to construct a new public sanitary sewer system consisting of a new wastewater gravity collection system and a new 50,000-gallon per day (GPD) wastewater treatment plant to serve the Town and surrounding areas. The Town estimated project construction costs at \$2,934,420 and proposed to finance the project with a West Virginia Infrastructure and Jobs Development Council (WVIJDC) grant and loan package totaling \$1,848,420 and a HUD Small Cities Block Grant (SCBG) in the amount of \$1,500,000. A Rule 42 Exhibit prepared by George R. Scott, CPA, A.C., was attached to the certificate application, as was a proposed Notice of Filing and various other exhibits. The Town has no resale customers, since sanitary sewer service in the Town and surrounding areas is currently provided through individual septic tank systems.

By Commission Order dated October 1, 2007, the Town was directed to provide notice of the filing of the application by publishing a copy of said Order once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Randolph County, West Virginia, making due return to the Commission of proper certification of publication immediately after publication. The Notice specifically noted that the rates and charges requested by the Town, as set forth in the Notice, were only proposed rates and were subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Notice directed that anyone desiring to make objection to the certificate application or intervene in said proceeding must do so, in writing, within thirty (30) days after publication of said Notice. It was further provided that failure to timely protest or intervene could affect one's right to protest, including any associated rate increases, or to participate in future proceedings. The Notice further provided that, if no protests were received within the thirty-day period, the Commission could waive formal hearing and grant the certificate

application based upon the evidence submitted in the application and the Commission's review thereof.

By Commission Order dated October 10, 2007, this matter was referred to the Division of Administrative Law Judges for further disposition for a decision to be rendered on or before February 13, 2008, if there had been no public protest to the Town's certificate application, and on or before April 28, 2008, in the event a public protest to the certificate application was received within thirty (30) days after publication of the Notice of Filing.

On October 19, 2007, the Town filed an affidavit of publication reflecting that, in compliance with the Commission's October 1, 2007 Order, the Notice of Filing was published on October 11, 2007, in The Inter-Mountain, a newspaper duly qualified by the Secretary of State, published and of general circulation in Randolph County, West Virginia.

On October 25, 2007, Staff Attorney Wendy Braswell filed an Initial Joint Staff Memorandum to which was attached an Initial Internal Memorandum dated October 22, 2007, prepared by Jonathan Fowler, P.E., Engineer III, Engineering Division, and Pete Lopez, Utilities Analyst II, Water and Wastewater Division. Commission Staff stated that, based upon its initial review of the Town's certificate application, certain specified additional information was required from the Town. Commission Staff went on to state that, upon receipt of the requested additional information, it would continue its investigation into the Town's certificate application and would file a final substantive recommendation herein in a timely manner.

Also on October 25, 2007, Ms. Braswell filed Commission Staff's First Request for Information and Production of Documents directed to the Town.

On November 7, 2007, the Commission received a letter of protest to the Town's certificate application from "concerned citizens and taxpayers."

On November 8, 2007, the Town filed its Responses to Commission Staff's First Request for Information and Production of Documents.

On December 18, 2007, the Town filed a Motion to Toll Certificate Case requesting that the statutory deadline in this proceeding be tolled for 120 days. In support of its motion, the Town stated, in pertinent part, that it had inadvertently failed to enact a rate ordinance to establish the sewer rates and charges proposed in this proceeding and was requesting a tolling of the statutory deadline for 120 days to allow it to enact a rate ordinance to establish those rates and charges.

On January 3, 2008, Ms. Braswell filed a Response in Support of Town of Harman's Motion to Toll Certificate Case.

By Commission Order dated January 8, 2008, the Town's Motion to Toll Certificate Case was granted and the statutory decision due date was established as August 26, 2008. The Administrative Law Judge's decision due date of April 28, 2008, was extended to June 27, 2008.

On February 12, 2008, Mr. Wilmoth F. Cooper filed a letter of protest to both the Town's certificate application and the Town's proposed sewer rates and charges.

On February 27, 2008, Ms. Braswell filed a copy of a letter directed to counsel for the Town regarding the status of the Town's rate ordinance proceeding and additional procedural steps the Town needed to take to complete its rate ordinance adoption proceeding.

On February 28, 2008, Mr. Cooper filed a second letter stating his opposition to the Town's certificate application and its proposed sewer rates and charges.

By Commission Order dated February 29, 2008, the Commission consolidated this proceeding with Case No. 08-0273-S-MA and established a June 19, 2008 Administrative Law Judge decision due date.

By Commission Order dated March 3, 2008, the Commission rescinded the June 27, 2008 Administrative Law Judge decision due date, previously established in this proceeding by its January 8, 2008 Order, and directed that a decision be rendered in this proceeding on or before June 19, 2008.

On March 13, 2008, the Town filed the following documents, to-wit:

1. An Affidavit of Public Notice by Mailing executed by the Town's Recorder verifying that the Public Notice of Sewer Rates was mailed to all of the Town's existing water customers, who are anticipated to become sewer customers, via First Class United States Mail on February 7, 2008;
2. An Affidavit of Public Notice by Posting executed by the Town's Recorder verifying that the Public Notice of Sewer Rates was posted in a conspicuous place on the premises where the Town conducts its business with the public beginning on February 6, 2008, and extending through March 7, 2008;
3. An Affidavit of Publication reflecting that the Public Notice of Sewer Rates was published on February 8 and 15, 2008, in The Inter-Mountain, a newspaper, duly qualified by the Secretary of State, published and of general circulation in Randolph County, West Virginia.

On March 13, 2008, Mr. Cooper filed a letter regarding the withdrawal of his objections to the Town's proposed sanitary sewer project and associated sewer rate ordinance. Mr. Cooper stated, in part, that the proposed new sewer collection system would not extend to his property line and, therefore, he was "in agreement to let construction begin on the Harman sewer system."

On March 18, 2008, the Town filed a Motion to Dismiss Case No. 08-0273-S-MA. In support of the motion, the Town stated that, as a result of Mr. Cooper's withdrawal of his letters of protest, and in light of the fact that no other protests to enactment of the Town's new sewer rate ordinance had been properly filed with the Commission, dismissal of this

proceeding was appropriate. It was also noted that Mr. Cooper will not be a customer of the Town's proposed sanitary sewer system.

By Recommended Decision entered on April 1, 2008, Case No. 08-0273-S-MA was dismissed from the Commission's docket of open cases for lack of jurisdiction.

By Procedural Order dated April 4, 2008, this matter was set for hearing on April 25, 2008, in the Elkins City Building, Conference Room, 401 Davis Avenue, Elkins, Randolph County, West Virginia. Commission Staff was directed to file its final substantive recommendations in this matter on or before Monday, April 14, 2008, and the Town was directed to cause to be published on or before April 17, 2008, a copy of the Notice of Hearing, attached thereto as Appendix A, in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Randolph County, West Virginia, making due return to the Commission of a proper affidavit of publication on or before April 24, 2008.

On April 14, 2008, Ms. Braswell filed a Final Joint Staff Memorandum to which was attached a Final Internal Memorandum dated April 10, 2008, prepared by Mr. Fowler and Mr. Lopez.

On April 22, 2008, the Town filed an affidavit of publication reflecting that, in compliance with the April 4, 2008 Procedural Order, the Notice of Hearing was published on April 10, 2008, in The Inter-Mountain, a newspaper, duly qualified by the Secretary of State, published and of general circulation in Randolph County, West Virginia.

The hearing convened on April 25, 2008, as scheduled. Appearing on behalf of the Town was Jennifer L. Morgan, Esquire. Staff Attorney Wendy Braswell appeared on behalf of Commission Staff. The Town presented the testimony of two (2) witnesses and four (4) exhibits. Commission Staff presented the testimony of two witnesses and one (1) exhibit. No prospective customers appeared to make statements regarding the Town's proposed sewer project.

On May 1, 2008, Ms. Braswell filed a Post-Hearing Memorandum to which was attached a Further Final Internal Memorandum dated April 29, 2008, prepared by Mr. Fowler and Mr. Lopez.

On May 5, 2008, the Town filed a response to Commission Staff's Post-Hearing Memorandum expressing its agreement with the contents of Commission Staff's Post-Hearing Memorandum.

On May 15, 2008, the Town filed a copy of Permit No. 17,980, issued by the State of West Virginia Office of Environmental Health Services on May 12, 2008. Permit No. 17,980 extended Permit No. 17,358, which granted approval for the sewage collection and treatment facilities to serve the Town of Harman, to May 12, 2009.

EVIDENCE

The Town called, as its first witness, Mr. Jerry Teeter, who has been the Town's Mayor since March of 2003 and previously was a member of the Town Council. (Tr. pp. 8-9). Mayor Teeter testified that the Town

currently has no sanitary sewer facilities and all sewage goes directly to the river. In fact, the Town's proposed sewer project is the result of actions by the State Department of Natural Resources and Department of Environmental Health as a result of the raw sewage entering the Dry Fork River (Tr. p. 9). Complaints had also been received from the Town's residents regarding bad smells and sewage flowing through residents' back yards, down streets and into playground areas. Additionally, numerous complaints were received regarding the possibilities of the spread of disease due to exposure of the Town's residents to raw sewage. (Tr. pp. 9-10, 13). Dye tests were conducted by a representative of the regional Health Department which revealed that raw sewage was flowing into the Dry Fork River. (Tr. pp. 10-12; Harman Ex. 1).

Mayor Teeter also stated that letters had been received indicating a positive reaction and response to the Town's proposed sewer project. In particular, the Town had received letters from the Randolph County Commission, the Senior Center of the Committee on Aging for Randolph County and the Elkins Regional Convalescent Center in support of the Town's proposed project. (Tr. pp. 13-15; Harman Exs. 2, 3 and 4, respectively). Mayor Teeter concluded his direct testimony by stating that the proposed project was needed to address the concerns of the Town's residents regarding health, environmental and commercial development and expansion issues. (Tr. p. 17).

In response to an inquiry from Ms. Braswell, the Mayor explained that the current operator of the Town's water utility was also trained in operation of a sanitary sewer systems such as the Town proposed to construct. Additionally, the employees currently managing the financial operations, i.e., billing and collections, of the Town's water utility would also be managing the financial operations of the Town's proposed sanitary sewer system. (Tr. pp. 18-19).

Next, the Town called Robert Gregory Belcher, a professional engineer working with Chapman Technical Group (CTG), the consulting engineers for the Town's proposed sanitary sewer project. (Tr. p. 20). The proposed project is a small conventional gravity sewer collection system designed to provide wastewater collection and treatment by the most economical method from both construction and operational standpoints. (Tr. pp. 20-21).

Mr. Belcher testified that the lines would run parallel to the Dry Fork River but would be located sufficiently back from the river to provide reasonable protection from flooding. Mr. Belcher also testified that concerns of the Town's citizens regarding interference with trees and shrubbery had, for the most part, been addressed by relocation or re-routing of lines where necessary. (Tr. pp. 22-23). Additionally, according to Mr. Belcher, all necessary permits for construction of the proposed project have been obtained. The project, when completed, will correct the present hazardous health situation and address the concerns of the State Department of Environmental Protection and, at the same time, provide needed sanitary sewer service necessary for future economic development and growth. (Tr. pp. 23-25).

Commission Staff called, as its first witness, Jonathan Fowler, P.E. Engineer III, of the Commission's Engineering Division. Mr. Fowler initially addressed the need for the Town's proposed project. The soils

in the proposed project area are generally unsuitable for individual septic systems due to low permeability, near-surface ground water and near-surface rock. The County Health Department reported that failing septic systems and direct discharges of raw sewage into adjacent streams are relatively common throughout the proposed project area and a relatively large number of complaints had been received regarding raw or improperly treated sewage or septic tank effluent running across the ground, in ditch lines and in small streams. In addition, the proposed project will furnish public sewer service to a school, which is presently served by a trouble-prone package treatment plant. This package plant is operated by the County Board of Education, which has expressed its desire to cease operation of the treatment unit as soon as public sanitary sewer service becomes available. Based upon its field inspection and observations, and its discussions with State environmental officials, officials with the County Department of Health and discussions with the County Board of Education, Commission Engineering Staff was of the opinion that a public wastewater system was needed for the Town to correct ongoing threats to public health. (Tr. pp. 26, 28-30; Staff Ex. 1).

The proposed project will provide sanitary sewer service to approximately 100 residential and small commercial customers including one small public school. The area to be served by the proposed project consists predominately of residential housing scattered throughout a semi-rural area located in and near the Randolph County community of Harman. The two main streams in the project area are the Dry Fork River, a tributary of the Blackwater/Cheat River system, and a smaller local tributary of the Dry Fork River denoted as Horsecamp Run. The scope of the proposed project includes a new sequencing-batch-reactor (SBR) extended aeration wastewater treatment facility, having a nominal design capacity of 50,000 gallons per day, and a new gravity sewer collection and pumping system which includes the following key items and components, to-wit:

- (1) Approximately 1300 linear feet of 12" gravity sewer line, 14,300 linear feet of 8" gravity sewer line and 5400 linear feet of 6" gravity sewer line, along with all necessary manholes, cleanouts and appurtenances;
- (2) Various items of surface restoration, repaving, replanting, reseeding, etc., as needed;
- (3) A new 100-gpm nominal capacity, duplex, submersible sewage lift station with automatic controls; and
- (4) A new SBR treatment plant.

The new treatment plant is designed to achieve secondary treatment standards while allowing for expansion to handle future growth in the service area. The new plant will meet NPDES Permit requirements, with the treated effluent being discharged into the adjacent Dry Fork River as approved by the West Virginia Division of Environmental Protection. (Staff Ex. 1; Tr. p. 34).

Mr. Fowler went on to testify concerning his review of the project-related operation and maintenance (O&M) costs. The estimated O&M costs,

as provided by the Town's consulting engineer, in the opinion of Commission Staff, somewhat overstated the actual needs of the Town's new sewer system, since, during the first year or two of operation, the need for maintenance expenditures will be low; the first year after actual operations commence will be under warranty; and the projected cash flow provides a significant renewal and replacement (R&R) fund and a fairly sizeable surplus. Therefore, Commission Staff had recommended that the estimated O&M costs be reduced by \$5,000 per year. Neither the Town nor the Town's consulting engineer took exception to the proposed adjustment. (Tr. 32; Staff Ex. 1).

In response to questions by Ms. Braswell, Mr. Fowler testified that the present estimated project cost is \$3,348,420 and the estimated construction cost is \$2,739,020. The breakdown of the project cost is as follows, to-wit:

Construction Cost	\$2,739,020
Planning & Engineering	412,700
Legal, Accounting, Fiscal	20,000
Administrative Costs	75,000
Financing Costs	18,500
Lands & Right-of-Way Costs	17,500
Project Contingency	65,700
TOTAL PROJECT COST	<u>\$3,348,420</u>

Mr. Fowler was careful to point out that the Town's proposed project had not been let out for bids and that the above figures are only estimates. Noting that construction costs have been rapidly escalating, Commission Staff recommended that the Town plan for the likelihood of increased construction costs and begin investigating sources of supplemental funding and/or alternatives to adjust the scope of its proposed project. (Tr. pp. 32-33; Staff Ex. 1).

Mr. Fowler testified that the total cost of planning, engineering design, engineering sub-consultants, i.e., surveys, geotechnical engineering, etc., and project inspection services for the proposed project is approximately 12.3% of the total project cost. Design costs total \$233,275, or about 8.15% of the estimated construction costs. Based upon similar types of projects and his prior experience, Mr. Fowler was of the opinion that both the total engineering/technical service fees and the design fees are within the usual and customary range for such services. The estimated construction cost, on a per customer basis, is approximately \$27,390, which is somewhat high, but not unreasonable, considering the fact that this cost includes a new, expandable treatment facility and financing for the project contains a substantial amount of grant funds. Customer density along the new gravity collection line is about 25 customers per mile and is considered to be acceptable. With regard to the cost per customer, Mr. Fowler explained that a very substantial portion of the funding package for the project, 91% of the total cost, is grant-funded, which means that the Town will incur no debt. Only 9% of the project cost is to be funded via loan funds. (Tr. pp. 32-35; Staff Ex. 1).

Next, Commission Staff called Pete Lopez, a Utilities Analyst II, in the Commission's Water and Wastewater Division. Mr. Lopez stated that, during the course of his investigation into the Town's certificate

application, he had reviewed the Town's Rule 42 Exhibit for the proposed project, which is based on projections, given that there was no historical information available. The Town is proposing to finance its proposed project with an SCBG in the amount of \$1,500,000; a WVIJDC grant in the amount of \$1,548,420 and a WVIJDC loan in the amount of \$300,000, payable over 40 years at 0% interest. The WVIJDC loan will require a debt service payment of \$7,500 annually and a debt service reserve of 10% of the annual debt service payment, or \$750 per year. An additional annual R&R reserve of 2.5% of operating revenue, or \$1,569, was also funded to provide for capital expenditures on the system. (Tr. pp. 37, 40, 42-43; Staff Ex. 1).

On February 5, 2008, the Town adopted new sewer rates and charges which were estimated to generate approximately \$63,599 in annual revenue. However, Mr. Lopez testified that he had adjusted annual revenues to approximately \$62,776, which reflects a decrease of \$823 to account for the revenue lost when one potential customer was removed from the project. The Town proposed annual O&M expenses of \$54,255 as a result of the proposed project; however, per Commission Engineering Staff's review, this amount had been reduced by \$5,000 to approximately \$49,255 annually. Thus, the total expenses associated with the project, including O&M, debt service and reserve, will be approximately \$59,074. Based on these amounts, the remaining cash surplus was projected to be \$3,702 with a debt service coverage of 180.28%. Accordingly, Commission Staff was of the opinion that the Town's proposed project is financially feasible and should be approved. (Tr. pp. 39-43; Staff Ex. 1, Attachment 3).

DISCUSSION

Based upon a review of the Town's application, Commission Staff's testimony and recommendations and the testimony presented by the Town, the undersigned is of the opinion that the proposed sewer project is reasonable, convenient, necessary and appropriate, given the need to provide the Town's residents with a safe and reliable wastewater collection, treatment and disposal system. The Town's residents currently use individual septic systems to treat and collect wastewater, although the soils in the project area are generally unsuitable for individual septic systems due to low permeability and the presence of ground water near the surface. Failing septic systems and direct discharge of raw sewage is a relatively common occurrence throughout the area, resulting in the drainage of septic tank effluent in ditch lines, through yards and into the Dry Fork River. In short, the existing sewer treatment facilities serving the project area are inadequate, provide improper treatment and pose a health risk to residents of the area due to the discharge of raw and improperly treated sewage into the environment. The Town's proposed new sanitary sewer system will reduce or eliminate health concerns caused by the discharge of raw or improperly treated sewage, increase the area's chances for future economic growth and development and provide the Town's residents with an overall general increase in the quality of life in the area. The public convenience and necessity require approval of the Town's proposed sewer project.

The financing for the proposed project, consisting of a WVIJDC grant in the amount of \$1,548,420, a WVIJDC loan in the amount of \$300,000 payable over 40 years at 0% interest and a SCBG of \$1,500,000, will also

be approved. The Town's new sewer rates, which were adopted by Harman's Town Council on February 5, 2008, will be sufficient, but not more than sufficient, to cover the proposed annual operating expenses, debt service and reserve requirements of the new sanitary sewer system. While the undersigned is of the opinion that the Town's proposed project is financially feasible, it must be pointed out, as did Commission Staff, that the estimated costs utilized in this proceeding are just that, estimates, and, in the future, the Town must closely monitor all financial aspects of its sewer utility operations to insure that it continues to have rates that are adequate to support the operation of its sewer system and meet all requirements of its bondholders.

The funds necessary to support financing of the Town's proposed project will be generated by its new sanitary rates and charges adopted on February 5, 2008. These new rates and charges will provide a reasonable cash flow surplus, after O&M expenses and debt service requirements, i.e., an annual cash flow surplus of \$3,702 and a debt service coverage factor of 180.28%. It is, therefore, evident that the Town's new sewer rates and charges are sufficient, but not more than sufficient, to cover the operation and maintenance expenses and debt service associated with the Town's new sanitary sewer collection and treatment system. However, the effective date and actual implementation of those rates, as set forth in the Town's rate ordinance, raises some concern on behalf of the undersigned. The Town's ordinance, as enacted on February 5, 2008, provides, in part, that it will become effective 45 days after final enactment, or on and after March 21, 2008. Presumably, the Town could begin to charge its new sewer rates and charges on and after that date. However, the undersigned is of the opinion that to do so would constitute, pursuant to West Virginia Code §24-27(a), an unjust and unreasonable practice, in that the Town would be assessing rates and charges for service that was not and could not be provided. Accordingly, the Town will be directed to refrain from assessing and collecting those rates and charges until its new sewage treatment plant and collection system becomes operational.

FINDINGS OF FACT

1. On October 1, 2007, the Town of Harman filed an application for a certificate of convenience and necessity to construct a new public sanitary sewer system consisting of a new wastewater gravity collection system and a new 50,000-gpd wastewater treatment plant to serve the Town and surrounding areas. (See, October 1, 2007 filing).

2. On October 19, 2007, the Town filed an affidavit of publication reflecting that, in accordance with the Commission's October 1, 2007 Order, the Notice of Filing was published on October 11, 2007, in The Inter-Mountain, a newspaper, duly qualified by the Secretary of State, published and of general circulation in Randolph County, West Virginia. (See, Affidavit of Publication filed October 19, 2007).

3. Two protests were received to the Town's application. (See, Letters filed November 7, 2007; February 12 & 28, 2008).

4. The \$3,348,420 total estimated cost of the proposed project will be financed by an SCBG in the amount of \$1,500,000, a WVIJDC grant

in the amount of \$1,548,420, and a WVIJDC loan in the amount of \$300,000, payable over 40 years at 0% interest. All of the funding has been committed. (See, application filed October 1, 2007; Tr. pp. 40; Staff Ex. 1).

5. The Town currently has no sanitary sewer facilities. Sanitary sewer service in the Town and surrounding areas is currently provided through individual septic tank systems. (See, application filed October 1, 2007; Tr. pp. 8-9, 29; Staff Ex. 1).

6. The Town's proposed sanitary sewer project is the result of actions by the State Department of Natural Resources and Department of Environmental Health as a result of raw sewage entering the Dry Fork River and a smaller local tributary of the Dry Fork River denoted as Horsecamp Run. (Tr. p. 9).

7. The soils in the proposed project area are generally unsuitable for individual septic systems due to low permeability, near-surface ground water and near-surface rock. The Town and County Health Department have received numerous reports of failing septic systems; direct discharges of raw sewage into adjacent streams; and raw or improperly treated sewage or septic tank effluent running across the ground, in ditch lines and in small streams, as well as complaints regarding bad smells and the possibilities of the spread of disease. (See, Tr. pp. 9-12, 28-30; Harman Ex. 1; Staff Ex. 1).

8. All necessary permits for construction of the proposed project have been obtained. (See, Tr. pp. 23-24; Staff Ex. 1; May 15, 2008 filing).

9. The Town's new sanitary rates and charges will produce an annual cash flow surplus of \$3,702 and a debt service coverage factor of 180.28%. (See, Tr. pp. 39-43; Staff Ex. 1, Attachment 3).

10. Commission Staff recommended that the Town's certificate application be granted and that the project funding be approved. (See, Staff Ex. 1).

CONCLUSIONS OF LAW

1. The public convenience and necessity require approval of the application and the issuance of a certificate of convenience and necessity to the Town of Harman to construct a new public sanitary sewer system consisting of a new wastewater gravity collection system and a new 50,000-gpd wastewater treatment plant to serve the Town and surrounding areas.

2. It is reasonable to approve the project financing, consisting of a HUD Small Cities Block Grant in the amount of \$1,500,000, a West Virginia Infrastructure and Jobs Development Council grant in the amount of \$1,548,420 and a West Virginia Infrastructure and Jobs Development Council loan in the amount of \$300,000, payable over 40 years at 0% interest.

ORDER

IT IS, THEREFORE, ORDERED that the application filed herein on October 1, 2007, by the Town of Harman for a certificate of convenience and necessity to construct a new public sanitary sewer system consisting of a new wastewater gravity collection system and a new 50,000-gpd wastewater treatment plant to serve the Town and surrounding areas, be, and hereby is, granted.

IT IS FURTHER ORDERED that the financing for the project, consisting of a HUD Small Cities Block Grant in the amount of \$1,500,000, a West Virginia Infrastructure and Jobs Development Council grant in the amount of \$1,548,420 and a West Virginia Infrastructure and Jobs Development Council loan in amount of \$300,000, payable over 40 years at 0% interest, be, and hereby is, approved.

IT IS FURTHER ORDERED that the Town of Harman file an original and at least five (5) copies of its tariff reflecting the rates adopted in its February 5, 2008 Ordinance within thirty days of the date that the project at issue herein becomes operational and that the Town refrain from assessing and collecting those rates and charges until its new sewage treatment plant and collection system becomes operational.

IT IS FURTHER ORDERED that the Town of Harman file a copy of the engineer's certified tabulation of bids for the project within ten (10) days of the opening date.

IT IS FURTHER ORDERED that the Town of Harman submit a certificate of substantial completion of the project from its engineer as soon as it becomes available.

IT IS FURTHER ORDERED that, if the plans, financing and/or scope of the project change or if a change in project cost affects rates, the Town of Harman obtain Commission approval of such changes prior to commencing construction.

IT IS FURTHER ORDERED that, if project cost changes do not affect rates, the Town of Harman file herein an affidavit duly executed by its certified public accountant verifying that the Town's rates and charges are not affected.

IT IS FURTHER ORDERED that, if this project requires the use of Division of Highways' rights-of-way, the Town of Harman comply with all rules and regulations of the Division of Highways regarding use of those rights-of-way.

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

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

Leave is hereby granted to the parties to file written exceptions supported by a brief with the Executive Secretary within fifteen (15) days of the date this order is mailed. If exceptions are filed, the

parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served the exceptions.

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

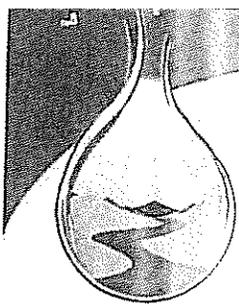
Any party may request waiver of the right to file exceptions to an Administrative Law Judge's Order by filing an appropriate petition in writing with the Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative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



John P. Carter
Administrative Law Judge

JPC:bam:kkp
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WEST VIRGINIA

Infrastructure & Jobs Development Council

Gov. Joe Manchin, III
Chairman

October 6, 2008

Kenneth Lowe, Jr.
Public Member

The Honorable Jerry Teter
Mayor, Town of Harman
P.O. Box 125
Harman, WV 26270

Dwight Calhoun
Public Member

David "Bones" McComas
Public Member

Re: Town of Harman
Revised Binding Commitment
Sewer Project 2001S-617

Ron Justice
Public Member

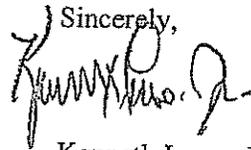
Dear Mayor Teter:

Jefferson E. Brady, P.E.
Executive Director

The West Virginia Infrastructure and Jobs Development Council, at its October 1, 2008 meeting, determined that the Town of Harman (the "Town") should utilize a \$1,500,000 Small Cities Block Grant, a \$1,548,420 Infrastructure Fund grant, a \$300,000 Infrastructure Fund loan, \$90,000 Corps of Engineers grant, \$24,332 Randolph County Commission grant, \$133,200 State Assistance grant, pursue a \$265,000 Water Development Authority Grant Anticipation Note and voted to offer a revised binding commitment for an additional Infrastructure Fund grant of \$250,000 to finance this \$4,110,952 project. This project consists of installing a new wastewater gravity collection system and a new wastewater treatment plant to serve the Town and surrounding area. All other conditions of the August 30, 2004 binding commitment remain in effect. A revised Schedule A is enclosed.

Barbara J. Pauley
Administrative Secretary

Additionally the Council found that the Town is eligible for a \$265,000 Infrastructure Council grant to take out the WDA GAN pending availability of funds. The project will be listed on the pending list. If the Town has any questions regarding this commitment, please contact Jeff Brady at the above-referenced telephone number.

Sincerely,


Kenneth Lowe, Jr.

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

Town of Harman

By: _____

Its: _____

Date: _____

West Virginia Infrastructure & Jobs Development Council

Public Members:
Kenneth Lowe, Jr.
Shepherdstown
Dwight Calhoun
Petersburg
Dave McComas
Prichard
Ron Justice
Morgantown

300 Summers Street, Suite 980
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

July 16, 2007

The Honorable Jerry Teter
Mayor, Town of Harman
P.O. Box 125
Harman, West Virginia 26270

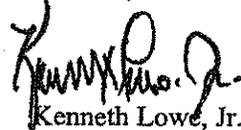
Re: Town of Harman
Revised Binding Commitment
Sewer Project 2001S-617

Dear Mayor Teter:

The West Virginia Infrastructure and Jobs Development Council, at its July 11, 2007 meeting, determined that the Town of Harman (the "Town") should utilize a \$1,500,000 Small Cities Block Grant, a \$1,045,150 Infrastructure Fund grant, a \$300,000 Infrastructure Fund loan and voted to offer a revised binding commitment for an Infrastructure Fund grant of \$503,270 to finance this \$3,348,420 project. This project consists of installing a new wastewater gravity collection system and a new wastewater treatment plant to serve the Town and surrounding area. All other conditions of the August 30, 2004 binding commitment remain in effect. A revised Schedule A is enclosed.

* If the Town has any questions regarding this commitment, please contact Jeff Brady at the above-referenced telephone number.

Sincerely,


Kenneth Lowe, Jr.

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

Town of Harman

By: Jerry Teter
Its: Mayor
Date: 7/18/07

RECEIVED
2007 OCT -1 AM 11:27
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

West Virginia Infrastructure & Jobs Development Council

Public Members:
Kenneth Lowe, Jr.
Shepherdstown
Dwight Calhoun
Petersburg
Dave McComas
Prichard

300 Summers Street, Suite 980
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

June 4, 2007

The Honorable Jerry Teter
Mayor, Town of Harman
P.O. Box 125
Harman, West Virginia 26270

Re: Town of Harman
Sewer Project 2001S-617

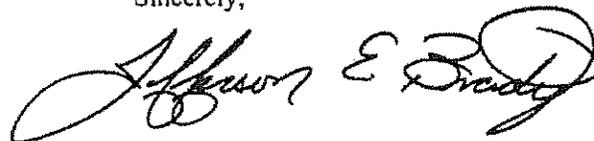
Dear Mayor Teter:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") reviewed the revised preliminary application for the referenced sewer project to install a new wastewater gravity collection system and new wastewater treatment plant to serve the Town and surrounding area (the "Project"). At the Staff Committee meeting on May 29, 2007, the Infrastructure Council's Sewer Technical Review Committee recommended that the revised request concerning the application not be forwarded to the Funding Committee for consideration but that a revised application would be needed.

Five copies of the revised application should be submitted to the Infrastructure Council at 300 Summers Street, Suite 980, Charleston, WV 25301. Once received, the information will be forwarded to the Sewer Technical Review Committee for further review.

If you have any questions regarding this matter, please contact me at 558-4607.

Sincerely,



Jefferson E. Brady, P.E.
Executive Director

cc: Mike Johnson, DEP
Debbie Legg, WVDO
Region VII Planning & Development Council
Jeffery Ekstrom, P.E., Chapman Technical Group

West Virginia Infrastructure & Jobs Development Council

Public Members:
Kenneth Lowe, Jr.
Shepherdstown
Dwight Calhoun
Petersburg
Dave McComas
Prichard

300 Summers Street, Suite 980
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

March 7, 2007

The Honorable Jerry Teter
Mayor, Town of Harman
P.O. Box 125
Harman, West Virginia 26270

Re: Town of Harman
Sewer Project 2001S-617

Dear Mayor Teter:

The West Virginia Infrastructure and Jobs Development Council (the "Council") has reviewed the Town of Harman's (the "Town") revised preliminary application regarding its proposed project to install a new wastewater gravity collection system and new wastewater treatment plant to serve the Town and surrounding area (the "Project").

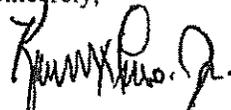
Based on the findings of the Sewer Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The Town should carefully review the enclosed comments of the Sewer Technical Review Committee as the Town may need to address certain issues raised in said comments as it proceeds with the Project.

Upon consideration of the revised preliminary application, the Council recommends that the Town utilize a Small Cities Block Grant to fund this \$3,348,420 project.

The Council also determined that the Town utilize a \$300,000 Infrastructure Fund loan (0%, 40 yrs), a \$1,045,150 Infrastructure Fund grant and may be eligible for an additional \$253,270 Infrastructure Fund loan (0%, 40 yrs) and an additional \$250,000 Infrastructure Fund grant pending the Town's readiness to proceed and availability of funds. **This letter is not a commitment letter of Infrastructure Funds.** The Project will be placed on the Council's pending list of projects.

If you have any questions regarding this matter, please contact Jeff Brady at 558-4607.

Sincerely,



Kenneth Lowe, Jr.

Enclosure

cc: Mike Johnson, P.E., DEP (w/o enclosure)
Debbie Legg, WVDO (w/o enclosure)
Region VII Planning & Development Council
Jeffrey Ekstrom, P.E., Chapman Technical Group

West Virginia Infrastructure & Jobs Development Council

Public Members:

Mark Prince, Chairman
Hurricane
Dwight Calhoun, Vice Chairman
Petersburg
C. R. "Rennie" Hill, III
Beckley
Tim Stranko
Morgantown

300 Summers Street, Suite 980
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Katy Mallory, PE

Executive Secretary
Katy.Mallory@verizon.net

August 30, 2004

The Honorable James Teter
Mayor, Town of Harman
Town Hall
Harman, West Virginia 26270

Received
SEP 07 2004

Re: Town of Harman
Sewer Project 2001S-617

Dear Mayor Teter:

The West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") provides this binding offer of an Infrastructure Fund loan of approximately \$300,000 (the "Loan") and an Infrastructure Fund grant of approximately \$1,045,150 (the "Grant") to the Town of Harman (the "Town") for above referenced wastewater project (the "Project"). The Loan and Grant will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference. The final Loan and Grant amounts will be established after the Town has received acceptable bids for the Project. The Infrastructure Council will set aside a portion of the Infrastructure Fund to make the Loan and Grant upon the Town's compliance with the program requirements.

This commitment is contingent upon the Project meeting the following schedule:

- a. Submit Plans & Specifications to the Bureau for Public Health no later than March 1, 2005
- b. File Certificate Case with the Public Service Commission no later than April 1, 2005; and
- c. Advertise for bids no later than September 1, 2005
(The Town must receive authority from the Infrastructure Council before bidding the project.)

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

If the Town becomes aware that it will not meet one or more of the above schedule dates, the Town should immediately notify the Infrastructure Council of this fact and the circumstances which have caused

James Teter
August 30, 2004
Page 2

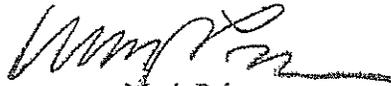
or will cause the Town to be unable to meet the schedule. In addition, please immediately notify the Infrastructure Council if any of the other dates on the attached schedule have or will not be met.

The Infrastructure Council will enter into Loan and Grant agreements with the Town following receipt of the completed Schedule B, a final, nonappealable order from the Public Service Commission authorizing construction of the Project; evidence of all permits; evidence of acceptable bids; and any other documents requested by the Infrastructure Council.

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

If the Town has any questions regarding this commitment, please contact Katy Mallory at the above-referenced telephone number.

Sincerely,



Mark Prince

MP/km

Attachments

cc: Samme Gee, Esq., Jackson & Kelly
Greg Belcher, Chapman Technical
Region VII

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

Town of Harman

By: Jerry D. Teter

Its: Mayor

Date: 9-01-04

Project Schedule

Project: Town of Harman County: Randolph Project Number: 2001S-617	HUDSCBG \$ 1,500,000 IJDC loan: 300,000 (0%,40 yrs) IJDC grant: 1,045,150 Total: \$ 2,845,150
---	--

Action	Responsible Party	Start	Completion
Engineering Agreement	CTG	June 2004	July 2004
PSC approval of E/A	N/A		
Prepare & Submit Plans & Specs to BPH	CTG	August 2004	February 2005
Plans & Specs. Review & Approval	BPH	February 2005	March 2005
Rate ordinance	Town/Bond Counsel	February 2005	April 2005
Prepare & submit permit applications	CTG	January 2005	March 2005
Prepare Rule 42	Town	November 2004	January 2005
File Certificate Case with PSC	Legal Counsel		April 2005
Review & Approve PSC Certificate	PSC	April 2005	October 2005
Rights-of-way, Easements & Land Acquisition	Town	January 2005	June 2005
Authority to Advertise	WVIJDC		August 2005
Advertise for Bids	CTG	September 2005	October 2005
Bid Opening	CTG		October 2005
Loan Closing	Bond Counsel		January 2006
Start Construction	CTG	February 2006	December 2006

BPH – Bureau for Public Health
 CTG – Chapman technical Group
 IJDC – Infrastructure Council
 PSC – Public Service Commission



THE TOWN OF HARMAN

Sewerage System Grant Anticipation Notes, Series 2008 B
(West Virginia Water Development Authority)

CROSS-RECEIPT FOR NOTE AND NOTE PROCEEDS

On the 7th day of November, 2008, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Mayor of The Town of Harman (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 7th day of November, 2008, the Authority received the Sewerage System Grant Anticipation Notes, Series 2008 B (West Virginia Water Development Authority), of the Issuer, in the principal amount of \$265,000, numbered BR-1 (the "Series 2008 B Notes"), issued as a single, fully registered Note.

2. At the time of such receipt the Series 2008 B Notes had been executed by the Mayor and the Recorder of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Notes.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2008 B Notes an amount of \$-0-. The balance of the principal amount of the Series 2008 Notes will be advanced by the Authority 1 to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: Barbara B. Meadows
Its: Authorized Representative

THE TOWN OF HARMAN

By: Jerry Teter
Its: Mayor

10.27.08
379400.00001

CHS011779.1



THE TOWN OF HARMAN

Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

DIRECTION TO AUTHENTICATE AND DELIVER NOTE

The Huntington National Bank
as Note Registrar
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith on this 7th day of November, 2008.

(1) Note No. BR-1, constituting the entire original issue of The Town of Harman Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), in the principal amount of \$265,000 (the "Series 2008 B Note"), executed by the Mayor and the Recorder of The Town of Harman (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Note Ordinance duly enacted by the Issuer on November 3, 2008, and a Supplemental Resolution duly adopted by the Issuer on November 3, 2008 (collectively, the "Note Legislation");

(2) A copy of the Note Legislation authorizing the above-described Note issue, duly certified by the Recorder of the Issuer;

(3) Executed counterparts of a loan agreement for the Series 2008 B Note, dated November 7, 2008, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"); and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Series 2008 B Note.

You are hereby requested and authorized to deliver the Series 2008 B Note to the Authority upon payment to the Issuer of the sum of \$-0-. Prior to such delivery of the Series 2008 B Note, you will please cause the Series 2008 B Note to be authenticated and registered by an authorized officer, as Note Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon.

Dated as of the day and year first written above.

THE TOWN OF HARMAN

By: 
Its: Mayor

10.06.08
379400.00001

CH4999259.2



SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE TOWN OF HARMAN
SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)

No. BR-1

\$265,000

KNOW ALL MEN BY THESE PRESENTS: That on this the 7th day of November, 2008, THE TOWN OF HARMAN, a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, on the maturity date of November 1, 2011.

Interest only shall commence on the date hereof on the amounts advanced and outstanding, payable in quarterly installments on January 1, April 1, July 1 and October 1 of each year in arrears at the rate of 3% per annum, with the first payment due on January 1, 2009. The interest on this Note is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

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 upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, dated November 7, 2008.

This Note is issued (i) to temporarily pay a portion of the costs of acquisition and construction of a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system (the "Project"); and (ii) to pay capitalized interest on the Note. The public sewerage system to be constructed by the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Note Ordinance duly enacted by the Issuer on November 3, 2008, and a Supplemental Resolution duly adopted by the Issuer on November 3, 2008 (collectively, the "Note Legislation"), and is subject to all the terms and conditions thereof. The Note Legislation

SPECIMEN

provides for the issuance of additional notes under certain conditions, and such notes would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Note under the Note Legislation.

THIS NOTE HAS NO LIEN ON THE GROSS OR NET REVENUES OF THE SYSTEM.

This Note and the interest thereon are payable only from and secured by a first lien on the proceeds of a grant or grants made available to the Issuer subsequent to the issuance of the Note to permanently finance the costs of the Project and Surplus Revenues junior and subordinate to the lien on Net Revenues in favor of the Series 2008 A Bonds. This Note does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except as set forth in the Note Ordinance.

Subject to the registration requirements set forth herein, this Note is transferable, as provided in the Note Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Note, 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 Note, 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 Note shall be applied solely to payment of the costs of the Project and costs of issuance described in the Note Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Note.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Note, 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.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE TOWN OF HARMAN has caused this Note to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Note to be dated the day and year first written above.

[SEAL]

Jeremy Teter
Mayor

ATTEST

Patty Teter
Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of the Series 2008 B Note described in the within-mentioned Note Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: November 7, 2008

THE HUNTINGTON NATIONAL BANK,
as Registrar

By: 
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ _____

(Form of)

ASSIGNMENT

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

Dated: _____, 20_____.

In the presence of:

SPECIMEN



Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.stepToe-johnson.com

Writer's Contact Information

November 7, 2008

The Town of Harman
Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

The Town of Harman
Harman, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by The Town of Harman (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its \$265,000 Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), dated the date hereof (the "Series 2008 B Note" or the "Note").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated November 7, 2008, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), and the Note, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Note is originally issued in the form of one Note, registered as to principal to the Authority, and with interest installments on the amounts outstanding payable quarterly on January 1, April 1, July 1 and October 1 of each year, commencing January 1, 2009 to and including November 1, 2011, all as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2008 B Note.

The Series 2008 B 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 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) to temporarily pay a portion of the costs of acquisition and construction of a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system (the "Project"); and (ii) to pay capitalized interest on the Note.

We have also examined the applicable provisions of the Act, the Note Ordinance duly enacted by the Issuer on November 3, 2008, as supplemented by a Supplemental Resolution duly adopted by the Issuer on November 3, 2008 (collectively, the "Note Legislation"), pursuant to and under which Act and Note Legislation the Series 2008 B Note is authorized and issued,

and the Loan Agreement has been entered into. The Series 2008 B Note is subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Note Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Note 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 municipal 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 enact the Note Legislation and to issue and sell the Series 2008 B Note, 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 cannot be amended by the Issuer so as to affect adversely the rights of the Authority or diminish the obligations of the Issuer without the written consent of the Authority.

3. The Note Legislation and all other necessary ordinances and resolutions have been duly and effectively enacted and adopted by the Issuer in connection with the issuance and sale of the Series 2008 B Note and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Note Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

4. The Series 2008 B Note has 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 Future Grant proceeds and Surplus Revenues of the System and secured by a first lien on and pledge of the Future Grant proceeds received subsequent to the issuance of the Series 2008 B Notes and secured by a first lien pledge of Surplus Revenues of the System.

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

6. The Series 2008 B Note is, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof, and the interest on the Series 2008 B Note is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

It is to be understood that the rights of the holders of the Series 2008 B Note and the enforceability of the Series 2008 B Note, the Loan Agreement and the Note 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 in appropriate cases.

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

Very truly yours,



STEPHENS & JOHNSON PLLC

10.27.08
379400.00001

THOMAS R. ROSS II
Attorney at Law
209 Randolph Avenue
P.O. Box 2448
Elkins, WV 26241

Jennifer L. Morgan, Associate
Phone: (304) 637-0117

Email: trross@citynet.net
Facsimile: (304) 637-0119

November 7, 2008

The Town of Harman
Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

The Town of Harman
Harman, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

I serve as the Attorney for The Town of Harman in Randolph County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC as bond counsel, a loan agreement for the Series 2008 B Note, dated November 7, 2008, including all schedules and exhibits attached thereto, by and between the Issuer and the West Virginia Water Development Authority (the "Authority") (the "Loan Agreement"), a Note Ordinance duly enacted by the Issuer on November 3, 2008, as supplemented by a Supplemental Resolution duly adopted by the Issuer on November 3, 2008 (collectively, the "Note Legislation"), a Petition of the Sanitary Board of the Issuer duly adopted October 30, 2008, and other documents relating to the above-captioned Note of the Issuer (collectively, the "Note"). Capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Note Legislation and the Loan Agreement when used herein.

I am of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, and the Mayor, Recorder and

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

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 Note Legislation has been duly adopted and enacted by the Issuer and is in full force and effect.

4. The Issuer has duly enacted the ordinances prescribing the rates and charges of the System.

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

6. The Issuer has received all permits, licenses, approvals, exemptions, consents, registrations, certificates and authorizations required by law for the issuance of the Note, 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 and approvals from the West Virginia Bureau for Public Health, 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 enactment of ordinances prescribing such rates and charges. The time for appeal of such rate ordinances has expired prior to the date hereof without any appeal.

7. The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia dated June 19, 2008 which became final order on July 9, 2008 in Case No. 08-0124-W-CN, granting the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof. Such Order remains in full force and effect.

8. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, the Note Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Note or the collection

of the Gross Revenues or the pledge of the Future Grant proceeds and Surplus Revenues for the payment of the Note.

9. All successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy. Based upon my review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, I am of the opinion that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Note 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.

Very truly yours,

Handwritten signature of Thomas R. Ross II in cursive script.

THOMAS R. ROSS II, ESQUIRE

THOMAS R. ROSS II
Attorney at Law
209 Randolph Avenue
P.O. Box 2448
Elkins, WV 26241

Jennifer L. Morgan, Associate
Phone: (304) 637-0117

Facsimile: (304) 637-0119

October 23 2008

Town of Harman
P.O. Box 125
Harman, WV 26270

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

West Virginia Water Development Authority
180 Association Drive
Charleston, 25311

Steptoe & Johnson PLLC
P.O. Box 1588
Charleston, WV 25326

Re: Final Title Opinion for the Town of Harman Sewer System Improvements
IJDC Project #2001S-617
SCBG Project #03SCBG0008X

To Whom It May Concern:

I am counsel to the Town of Harman (the "Issuer") in connection with a proposed project to construct the Sewer System Improvements project (the "Project"). I am providing this final title opinion on behalf of the Issuer to satisfy the requirements of the West Virginia Infrastructure and Jobs Development Council (the "Council") for the Project. Please be advised of the following:

1. I am of the opinion that the Issuer is a duly created and validly existing municipality possessed with all the powers and authority granted to municipalities under the laws of the State of West Virginia to construct, operate and maintain the Project as approved by the West Virginia Department of Environmental Protection (WV DEP).
2. The Issuer has obtained all necessary permits and approvals for the construction of the Project.

Final Title Opinion
Town of Harman
October 23, 2008

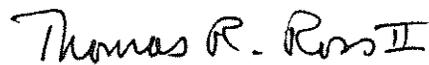
3. I have investigated and ascertained the location of, and am familiar with the legal description of, the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by Chapman Technical Group, the consulting engineers for the Project.

4. I have examined the records on file in the Office of the Clerk of the County Commission of Randolph County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Issuer has acquired legal title or such other estate or interest in all of the necessary site components for the Project, including all easements and/or rights of way sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.

5. The Issuer has acquired all (100%) of the land and easements required for the project.

6. All deeds, easements and rights of way which have been acquired by the Issuer have been duly recorded in the Office of the Clerk of the County Commission of Randolph County to protect the legal title to and interest of the Issuer.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Ross II". The signature is written in a cursive style with a large, prominent "R" and "II" at the end.

Thomas R. Ross II

THE TOWN OF HARMAN

Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE;
INDEBTEDNESS/GAN
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 AGREEMENT
11. RATES
12. SIGNATURES AND DELIVERY
13. NOTE PROCEEDS
14. PUBLICATION AND PUBLIC HEARING ON NOTE
ORDINANCE
15. PUBLIC SERVICE COMMISSION ORDERS
16. SPECIMEN NOTE
17. CONFLICT OF INTEREST
18. PROCUREMENT OF ENGINEERING SERVICES
19. GRANTS
20. EXECUTION OF COUNTERPARTS

On this 7th day of November, 2008, we, the undersigned MAYOR and RECORDER of The Town of Harman in Randolph County, West Virginia (the "Issuer"), and the undersigned ATTORNEY hereby certify in connection with the Issuer's Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), 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 Note Ordinance of the Issuer duly enacted November 3, 2008, and the Supplemental Resolution duly adopted November 3, 2008 (collectively, the "Note 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 Series 2008 B Note, the acquisition and construction of the Project, the operation of the System, the receipt of the Gross Revenues, or in any way contesting or affecting the validity of the Series 2008 B Note, or any proceedings of the Issuer taken with respect to the issuance or sale of the Series 2008 B Note, the pledge or application of the Future Grant proceeds and Surplus Revenues or any other moneys or security provided for the payment of the Series 2008 B Note or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Series 2008 B Note, 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 Future Grant proceeds and Surplus Revenues as security for the Series 2008 B Note.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System and the issuance of the Series 2008 B Note have been obtained and remain in full force and effect, and 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.

On the closing date, there will be an outstanding obligation of the Issuer being the Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund) which will be secured by a pledge of Net Revenues. The Series 2008 B Note is secured by a pledge of future grant receipts and a lien on Surplus Revenues.

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

Note Ordinance

Supplemental Resolution

Loan Agreement for Series 2008 B Note

Public Service Commission Order

Infrastructure Council Approval

Town Charter

Oaths of Office of Officers and Council members

Ordinance Creating Sanitary Board and Oaths of Office of Boardmembers
and Petition of Sanitary Board

Sewer Rate Ordinance

Minutes on Adoption and Enactment of Sewer Rate Ordinance

Affidavit of Publication of Sewer Rate Ordinance

Minutes on Adoption and Enactment of Note Ordinance and Adoption of
Supplemental Resolution

Affidavit of Publication of Abstract of Note Ordinance and Notice of
Public Hearing

Environmental Health Services Permit and NPDES Permit

Evidence of Insurance

West Virginia Infrastructure and Jobs Development Counsel Grant
Agreement

Evidence of Small Cities Block Grant

Evidence of State of West Virginia Grant

Evidence of U.S. Army Corps of Engineers Grant

Evidence of The County Commission of Randolph County Grant

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "The Town of Harman." The Issuer is a municipal corporation in Randolph County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its Council, consisting of council members, all duly elected or appointed, as applicable, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

<u>Name</u>		<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Jerry D. Teter	- Mayor	July 1, 2007	June 30, 2009
Patty Teter	- Recorder	July 1, 2007	June 30, 2009
Vickie Mowery	- Councilmember	July 1, 2007	June 30, 2009
Gordon Hedrick	- Councilmember	July 1, 2007	June 30, 2009
Roger Roy	- Councilmember	July 1, 2007	June 30, 2009
Ralph Mowery	- Councilmember	July 1, 2007	June 30, 2009
Robin Reynolds	- Councilmember	July 1, 2007	June 30, 2009

The duly elected or appointed officers of the Sanitary Board for 2008 are as follows:

Jerry Teter, Chairman
 Travis Ray, P.E.
 vacant

The duly appointed and acting Attorney is Thomas R. Ross, II, Esquire, Elkins, 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 Series 2008 B Note. The Attorney makes no representations as to this paragraph.

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 Series 2008 B Note and the acquisition, construction, operation and

financing of the Project or 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 Note Legislation. All insurance for the System required by the Note Legislation is in full force and effect.

10. LOAN AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the Loan Agreement are true and correct in all material respects as if made on the date hereof; (ii) the Loan Agreement does 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 date of the Loan Agreement 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 Agreement not misleading; and (iv) the Issuer is in compliance with the Loan Agreement.

11. RATES: The Issuer has duly enacted a sewer rate ordinance on February 5, 2008, setting rates and charges of the System. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal and such rates are currently in full force and effect.

12. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Mayor did officially sign all of the Series 2008 B Note of the aforesaid issue, consisting upon original issuance of a single Note of each series, dated the date hereof, by his or her manual signature, and the undersigned Recorder did officially cause the official seal of the Issuer to be affixed upon said Series 2008 B Note and to be attested by his or her manual signature, and the Registrar did officially authenticate, register and deliver the Series 2008 B Note to a representative of the Authority as the original purchaser of the Series 2008 B Note under the Loan Agreement. Said official seal of the Issuer is also impressed above the signatures appearing on this certificate.

13. NOTE PROCEEDS: On the date hereof, the Issuer received \$-0- from the Authority, there being no interest accrued thereon. The balance of the principal amount of the Series 2008 B Note will be advanced to the Issuer as acquisition and construction of the Project progresses.

14. PUBLICATION AND PUBLIC HEARING ON NOTE ORDINANCE:

Upon adoption of the Note Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in *The Inter-Mountain*, a qualified newspaper in circulation in the The Town of Harman, together with a notice to all persons concerned, stating that the Note Ordinance had been adopted and that the Issuer contemplated the issuance of the Series 2008 B Note described in such Note Ordinance, stating that any person interested may appear before the Council at the public hearing held at a public meeting of Council on the 3rd day of November, 2008, at 7:00 am, at The Town of Harman, Town Hall and present protests, and stating that a certified copy of the Note Ordinance was on file at the office of the Recorder of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Note Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

15. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received

the Recommended Decision of the Public Service Commission of West Virginia Dated June 19, 2008, which became final order on July 9, 2008 in Case No. 07-1898-S-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal has expired prior to the date hereof without any appeal. The Commission Order remains in full force and effect.

16. SPECIMEN NOTE: Delivered concurrently herewith is a true and accurate specimen of the Series 2008 B Note.

17. CONFLICT OF INTEREST: No member, officer or employee of the

Issuer or the Board 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 Series 2008 B Note, the Note Legislation and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

18. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has

complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Note.

19. GRANTS: On the date hereof, the grant from the Council in the amount

of \$1,798,420, the Small Cities Block grant in the amount of \$1,500,000, the U.S. Army Corps of Engineers grant in the amount of \$110,000, The County Commission of Randolph County grant in the amount of \$24,332 and a State of West Virginia Grant in the amount of \$133,200 are in full force and effect.

20. 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.

[Remainder of Page Intentionally Blank]

WITNESS our signatures and the official seal of THE TOWN OF HARMAN as of the date first written above.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

Jerry Teter

Mayor

Betty Teter

Recorder

Thomas R. Ross II

Attorney

06.08.08
379400.00001

THE TOWN OF HARMAN

Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Mayor of The Town of Harman in Randolph County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of \$265,000 Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), of the Issuer, dated November 7, 2008 (the "Note" or the "Series 2008 B Note"), hereby certifies on the 7th day of November, 2008, as follows:

1. I am the officer of the Issuer duly charged with the responsibility of issuing the Note. 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 Note Ordinance duly enacted by the Issuer on November 3, 2008, as supplemented by Supplemental Resolution duly adopted by the Issuer on November 3, 2008 (collectively, the "Note Legislation"), authorizing the Note.

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 November 7, 2008, the date on which the Note is being physically delivered in exchange for an initial advance of the principal amount of the Series 2008 B Note, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Note Legislation pursuant to which the Note is 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 Note which would cause any note, the interest, if any, 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"), from which the proceeds of the Note is derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2008 B Note was sold on November 7, 2008, to the Authority, pursuant to a loan agreement dated November 7, 2008, by and between the Issuer and the Authority, for an aggregate purchase price of \$265,000 (100% of par), at which time, the Issuer received \$-0- from the Authority. No accrued interest has been or will be paid on the Series 2008 B Note. The balance of the principal amount of the Series 2008 B Note will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2008 B Note is being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) to temporarily pay a portion of the costs of acquisition and construction of a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system (the "Project"); and (ii) to pay capitalized interest on the Note.

7. Within 30 days after the delivery of the Note, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Note 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 all of the proceeds from the sale of the Note, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before June 1, 2010. The acquisition and construction of the Project is expected to be completed by December 1, 2009.

8. The total cost of the Project, a portion of which is financed from the proceeds of the Note (including all costs of issuance of the Note), is estimated at \$4,130,952. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2008 A Bonds	\$ 300,000
Proceeds of the Series 2008 B Note	265,000
Small Cities Block Grant	1,500,000
Grant from the Council	1,798,420
Randolph County Commission grant	24,332
State of West Virginia grant	133,200
U.S. Army Corps of Engineers grant	110,000
Total Sources	<u>\$4,130,952</u>

USES

Costs of Acquisition and Construction of the Project	\$4,109,932
Paying Step Loan	2,020
Costs of Issuance	19,000
 Total Uses	 <u>\$4,130,952</u>

9. Pursuant to Article V of the Note Ordinance, the following special funds or accounts have been created or continued relative to the Series 2008 B Note:

- (1) Revenue Fund (established by the Series 2008 A Bonds Ordinance);
- (2) Renewal and Replacement Fund (established by the Series 2008 A Bonds Ordinance);
- (3) Series 2008 Bonds Construction Trust Fund (established by the Series 2008 A Bonds Ordinance); and
- (4) Series 2008 B Note Fund.

10. Pursuant to Article VI of the Note Resolution, the proceeds of the Note will be deposited as follows:

- (1) Series 2008 B Note proceeds in the amount of \$-0- will be deposited in the Series 2008 B Note Fund.
- (2) The balance of the proceeds of the Series 2008 B Note will be deposited in the Series 2008 B Note Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2008 B Note and related costs.

11. 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 twelve (12) months of the date hereof.

12. The Issuer will take such steps as requested by the Authority to ensure that the Authority's bonds meet the requirements of the Code.

13. All of the proceeds of the Note will be expended on the Project within eighteen (18) months from the date of issuance thereof.

14. 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 Note.

15. The amount designated as costs of issuance of the Note consists only of costs which are directly related to and necessary for the issuance of the Note.

16. All property financed with the proceeds of the Note will be owned and held by (or on behalf of) a qualified governmental unit.

17. No proceeds of the Note will be used, directly or indirectly, in any trade or business carried on by any person who is not a governmental unit.

18. The original proceeds of the Note will not exceed the amount necessary for the purposes of the issue.

19. The Issuer shall use the Note 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.

20. The Note is not federally guaranteed.

21. The Issuer has retained the right to amend the Note Ordinance authorizing the issuance of the Note if such amendment is necessary to assure that the Note remains governmental bonds.

22. Other than the Series 2008 A Bonds, there are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Note, (b) are to be sold pursuant to a common plan of financing together with the Note and (c) will be paid out of substantially the same sources of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Note.

23. 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.

24. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding use and investment of proceeds of the Note, rebates and rebate calculations.

25. To the best of my knowledge, information and belief, the foregoing expectations are reasonable.

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WITNESS my signature on this the day and year first above written.

THE TOWN OF HARMAN

By: Jerry Tetee
Its: Mayor

10.06.08
379400.00001

CH4999350.1

THE TOWN OF HARMAN

Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

CERTIFICATE OF ENGINEER

On this 7th day of November, 2008, I, Robert G. Belcher, P.E., Registered Professional Engineer, West Virginia License No. 13093, of Chapman Technical Group, Ltd., St. Albans, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the public sewerage system (the "System") of The Town of Harman (the "Issuer"), to be constructed in Randolph County, West Virginia, which acquisition and construction are being temporarily financed in part by the proceeds of the above-captioned note (collectively, the "Note") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Note Ordinance enacted by the Issuer on November 3, 2008, as amended by the Supplemental Resolution of the Issuer adopted November 3, 2008 (collectively, the "Note Legislation"), and the Loan Agreement for the Series 2008 B Note by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), dated November 7, 2008 (the "Loan Agreement").

2. The Series 2008 B Note is being issued (i) to temporarily pay a portion of the costs of acquisition and construction of a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system (the "Project"); and (ii) to pay capitalized interest on the Note.

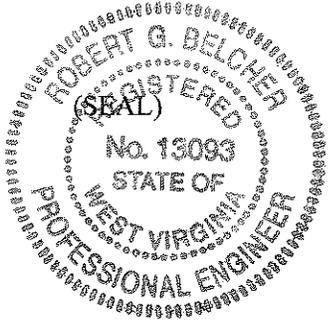
3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the Authority and any change orders approved by the Issuer, the Authority, and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 40 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and Thomas R. Ross, II, Esquire, counsel to the Issuer, has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds will be 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 West Virginia Infrastructure and Jobs Development Council (the "Council") 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 operation of the system; (ix) in reliance upon the certificate of an independent certified public accountant, George R Scott CPA, A.C., of even date herewith, as of the effective date thereof, the rates and charges for the System as enacted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (x) the net proceeds of the Note, together with all other monies 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 Council; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Estimated Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

[Remainder of Page Intentionally Blank]

WITNESS my signature and seal as of the date first written above.

CHAPMAN TECHNICAL GROUP, LTD.



Robert G. Belcher

Robert G. Belcher, P.E.
West Virginia License No. 13093

SCHEDULE B - TOWN OF HARMAN WASTEWATER SYSTEM IMPROVEMENTS WVIJDC Proj. No. 2001S-617

A. COST OF PROJECT	TOTAL PROJECT	WV IJDC	SCBG	State Assistance Grant	US ACE Grant	Randolph Co. Comm. Grant	WDA GAN
1. Construction							
Contract 1--WWTP	\$ 1,746,000.00	\$ 601,668.00	\$ 1,020,000.00			\$ 24,332.00	\$ 100,000.00
Contract 2--Lines	\$ 1,603,808.00	\$ 1,298,383.00	\$ 172,225.00	\$ 133,200.00			
2. Technical Services							
a. Planning & Design	\$ 237,000.00		\$ 147,000.00		\$ 90,000.00		
b. Construction Observ.	\$ 145,000.00	\$ 145,000.00					
c. Special Services	\$ 65,200.00	\$ 7,000.00	\$ 58,200.00				
3. Legal & Fiscal							
a. Legal	\$ 12,000.00	\$ 12,000.00					
b. Accounting	\$ 6,000.00	\$ 2,850.00	\$ 3,150.00				
4. Administrative							
a. Project Adm.	\$ 75,000.00		\$ 75,000.00				
b. Town of Harman	\$ 5,000.00		\$ 5,000.00				
c. US ACE Admin	\$ 20,000.00				\$ 20,000.00		
5. Sites & Other Lands	\$ 19,425.00	\$ -	\$ 19,425.00				
6. Contingency	\$ 160,499.00	\$ 10,499.00					\$ 150,000.00
7. Repay Step Loan	\$ 2,020.00	\$ 2,020.00					
8. TOTAL of Lines 1 - 7	\$ 4,096,952.00	\$ 2,079,420.00	\$ 1,500,000.00	\$ 133,200.00	\$ 110,000.00	\$ 24,332.00	\$ 250,000.00
B. COST OF FINANCING							
9. Other Costs							
a. Bond Counsel	\$ 18,500.00	\$ 18,500.00					
b. Registrar Fee	\$ 500.00	\$ 500.00					
c. Capitalized Interest	\$ 15,000.00						\$ 15,000.00
10. Total Cost of Financing	\$ 34,000.00	\$ 19,000.00	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00
11. TOTAL COST OF PROJECT	\$ 4,130,952.00	\$ 2,098,420.00	\$ 1,500,000.00	\$ 133,200.00	\$ 110,000.00	\$ 24,332.00	\$ 265,000.00
C. SOURCES OF FUNDS							
12. Federal Grants	\$ 1,610,000.00		\$ 1,500,000.00		\$ 110,000.00		
13. State Grants	\$ 1,931,620.00	\$ 1,798,420.00		\$ 133,200.00			
14. Other Grants	\$ 24,332.00					\$ 24,332.00	
15. Any Other Source	\$ 265,000.00						\$ 265,000.00
16. TOTAL GRANTS Lines 11 - 15	\$ 3,830,952.00	\$ 1,798,420.00	\$ 1,500,000.00	\$ 133,200.00	\$ 110,000.00	\$ 24,332.00	\$ 265,000.00
17. Bond Issue Amount	\$ 300,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

Jessie Tester
 Town of Harman

Robert G. Schuler
 Chapman Technical Group

Date: 11-07-08

Date: 10/28/08

RESERVED

#1

Order Incorporating the

Company of Harman.

Charter

ENTERED.

May 4, 1901.

CLERK OF DISTRICT COURT.

Page 45.

W. H. WILSON, Clerk.

Enter— May Term, 1901.

W. H. Wilson

Judge.



10

A certificate under oath of Asa Cooper, John W. Davis and
T. H. Groves, was this day filed, showing that a majority of all
the qualified voters residing in the following boundaries,
to-wit:

Beginning at an apple tree at S. Snyder's bridge on the
East bank of Dry Fork River near the mouth of Horse Camp Run and
running thence S 23 W 67 poles to a sycamore tree; thence S 12
W 20 poles to a locust tree; thence S 76 1/2 E 300 poles to a
stone in a hollow; thence N 50 E 150 poles to a walnut tree by
A. J. Bennett's road; thence N 26 W 117 poles to a bench in
a line of W. E. Alt and Daniel Cooper, Sr.; thence N 63 W 47 poles
to a large elm tree on the bank of Dry Fork River; thence S 40
W 36 poles with the river to a double sycamore; thence with said
river S 14 W 64 poles to the place of beginning, containing
170 acres, have been given in due form of law in favor of the
incorporation of the Town of Harman, in the County of Randolph,
West Virginia, bounded as herein set forth.

And it appearing to the satisfaction of the court
that all the provisions of Chap. 47 of the Code of W. Va., have
been complied with by the applicants for said incorporation, the
said Town of Harman is duly authorized within the corporate
limits aforesaid, to exercise all the corporate powers conferred
by the said Chap. from and after the date of this certificate.

And it is ordered that from and after the date of the
certificate of the Clerk of this Court, the territory embraced
within the boundary mentioned in said certificate, shall be and is
hereby declared to be incorporated by the name of The Town of Harman,
and specified in the said notice and certificate.

And it is further ordered that Asa Cooper, T. H. Groves
and John W. Davis, legal voters in said town, be and are hereby
appointed Commissioners to hold the first election in said town.

Recorder - Garret Ray

TOWN OF HARMAN

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

Pursuant to Chapter 6, Article 9A, Section 3 of the West Virginia Code, the Council of the Town of Harman does hereby adopt the following rules to make available, in advance, the date, time, place and agenda of all regularly scheduled meetings of the Council, and the date, time, place and purpose of all special meetings of the Council to the public and news media (except in the case of an emergency requiring immediate action) as follows:

1. Regular Meetings. A notice shall be posted and maintained by the Recorder at the front door or bulletin board of the Town Hall of the date, time and place fixed and entered of record by Council 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 location by the Town Recorder not less than 3 business days before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.
2. Special Meetings. A notice shall be posted by the Recorder at the front door or bulletin board of the Town Hall not less than 2 business days 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 canceled, a notice of such cancellation shall be posted at the same location as soon as feasible after such cancellation has been determined.

These rules regarding notice of meetings shall replace any and all previous rules heretofore adopted by Council.

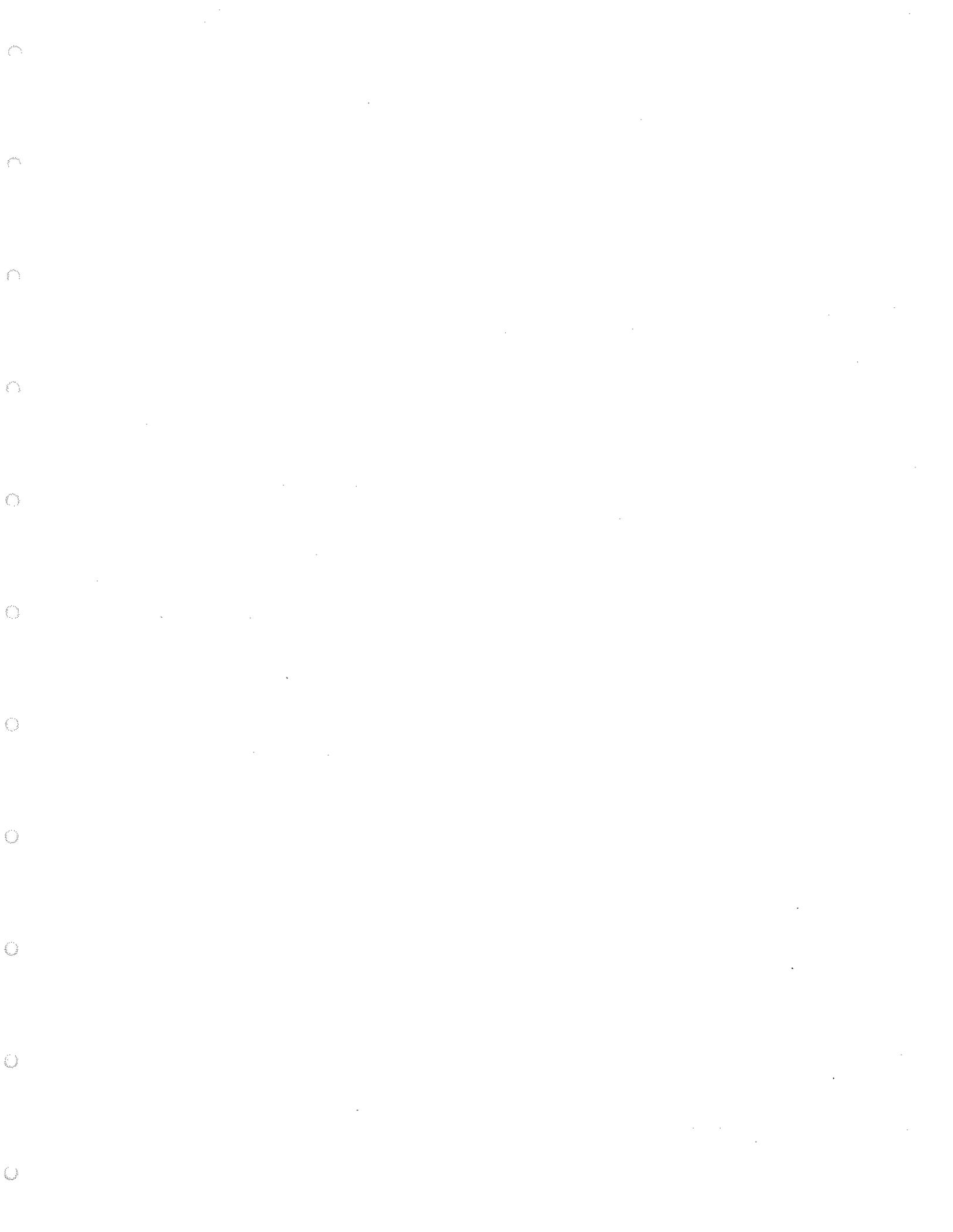
Adopted this 3rd day of January, 2008.

Jerry D. Teter
Mayor

SEAL.

ATTEST:

Patty Teter
Recorder



OATH OF OFFICE

STATE OF WEST VIRGINIA,
COUNTY OF RANDOLPH, TO WIT:

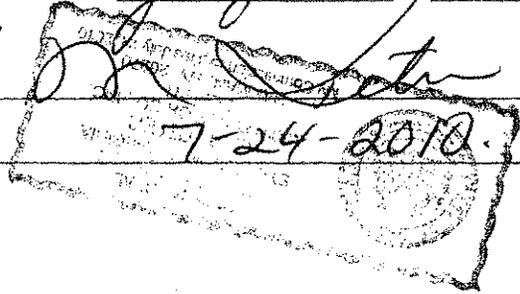
I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia and that I will faithfully discharge the duties of the office of Mayer, to the best of my skill and judgment, SO HELP ME GOD.....

(Signature of Affiant) Jerry D Tetler

Taken, acknowledged and subscribed to before me, a Notary Public, or Official, this the 7th day of July, 2007.

J D Tetler

My commission expires: _____



OATH OF OFFICE

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, TO WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia and that I will faithfully discharge the duties of the office of Councilman, to the best of my skill and judgment, SO HELP ME GOD.....

(Signature of Affiant) Gordon Hedrick

Taken, acknowledged and subscribed to before me, a Notary Public, or Official, this the 7th day of July, 2007

[Signature]
7-24-2010

My commission expires: _____

OATH OF OFFICE

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, TO WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia and that I will faithfully discharge the duties of the office of Recorder, to the best of my skill and judgment, SO HELP ME GOD.....

(Signature of Affiant) Patty Leter

Taken, acknowledged and subscribed to before me, a Notary Public, or Official, this the 7th day of July, 2007

My commission expires: 7-24-2010

[Signature]
7-24-2010

OATH OF OFFICE

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, TO WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia and that I will faithfully discharge the duties of the office of Councilman, to the best of my skill and judgment, SO HELP ME GOD.....

(Signature of Affiant) Ralph Ray Mowery Sr.

Taken, acknowledged and subscribed to before me, a Notary Public, or Official, this the 7th day of July, 2007

L. D. [Signature]
OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
7-24-2010

My commission expires: _____

OATH OF OFFICE

STATE OF WEST VIRGINIA,

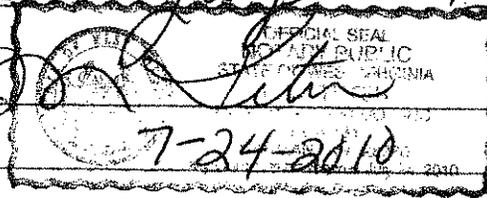
COUNTY OF RANDOLPH, TO WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia and that I will faithfully discharge the duties of the office of Council person, to the best of my skill and judgment, SO HELP ME GOD.....

(Signature of Affiant) Likki M. Mowery

Taken, acknowledged and subscribed to before me, a Notary Public, or Official, this the 7th day of July, 2007

My commission expires: _____



OATH OF OFFICE

STATE OF WEST VIRGINIA,
COUNTY OF RANDOLPH, TO WIT:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia and that I will faithfully discharge the duties of the office of Council Man, to the best of my skill and judgment, SO HELP ME GOD.....

(Signature of Affiant) Raymond D. Ray

Taken, acknowledged and subscribed to before me, a Notary Public, or Official, this the 7th day of July, 2007

Lon Peter
7-24-2010

My commission expires:

OATH OF OFFICE

STATE OF WEST VIRGINIA,
COUNTY OF RANDOLPH, TO WIT:

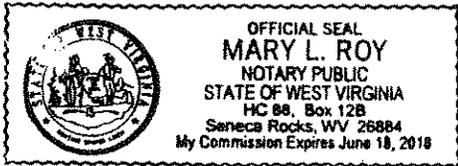
I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia and that I will faithfully discharge the duties of the office of Town Council, to the best of my skill and judgment, SO HELP ME GOD.....

(Signature of Affiant) Robin Reynolds

Taken, acknowledged and subscribed to before me, a Notary Public, or Official, this the 13th day of July, 07

Mary L. Roy

My commission expires: June 18, 2018





TOWN OF HARMAN

ORDINANCE CREATING A SANITARY BOARD

WHEREAS, the Town of Harman (the "Town") now contemplates the issuance of its sewer revenue bonds to finance the acquisition, construction and equipping of a sanitary sewerage system, and future additions, extensions and improvements thereto (the "System"), pursuant to Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"); and

WHEREAS, the Act requires that a sanitary board be established in connection with the issuance of sewer revenue bonds, as aforesaid, and in connection with the custody, administration, operation and maintenance of such a sewer system by a municipal corporation;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE TOWN COUNCIL OF THE TOWN OF HARMAN AS FOLLOWS:

Section 1. The Council of the Town (the "Council") does hereby create and establish a Sanitary Board (the "Sanitary Board" or "Board"), with all powers and duties as provided in and pursuant to the Act.

Section 2. Composition; Chairman; Appointment of Members. The Sanitary Board shall be composed of the Mayor or the City Manager of the Town, who shall act as Chairman of the Sanitary Board, and two persons appointed by the Council. During the period of construction of the System or any additions thereto, one member must be a registered professional engineer. The engineer member of the Board need not be a resident of said municipality. After the construction of the System has been completed, the engineer may be succeeded by a person not an engineer. The appointees shall originally be appointed for terms of 2 and 3 years respectively, and upon the expiration of each such term and each succeeding term, appointment of a successor shall be made in like manner for a term of 3 years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment. No officer or employee of the Town, whether holding a paid or unpaid office, shall be eligible to appointment on the Sanitary Board until at least 1 year after the expiration of the term of his public office.

Section 3. Organizational Meetings; Vice Chairman, Secretary, Treasurer; Official Bonds. As soon as may be practicable following the appointment of a new member of the Sanitary Board, the Board shall hold an organizational meeting and choose a vice chairman from among its members, and a secretary and treasurer, who may be one person

and need not be a Board member, and such officers shall hold office at the will of the Board. No bond shall be required of the Board members as such, but the treasurer, whether a member of the Board or not, shall give bond as required under Section 9 hereof.

Section 4. Compensation and Expenses of Board Members. The members of the Sanitary Board shall receive such compensation, if any, for their services, either as a salary or as payments for meetings attended, as the Council may determine, and shall be entitled to payment for their reasonable expenses incurred in the performance of their duties. Any such compensation and expenses paid solely from funds derived from the System, but there shall be no liability upon the Town for any compensation or expenses so incurred.

Section 5. Powers, Duties and Limitations.

A. The Sanitary Board shall have the supervision and control of the custody, administration, operation and maintenance of any and all works for the collection, treatment and disposal of sewage, which are now owned or may hereafter be acquired by the Town.

B. The Sanitary Board shall have power to take all steps and proceedings and to make and enter into all contracts or agreements necessary or incidental to the performance of its duties and the execution of the powers granted to such Board by the Act, as the same now exists and may hereafter be amended; but the powers of the Sanitary Board shall be subject to all restrictions and limitations contained in the Act as the same now exists or may hereafter be amended.

C. The Sanitary Board may employ engineers, architects, inspectors, superintendents, managers, collectors, attorneys and such other personnel as in its judgment may be necessary in the execution of its powers and duties, and may fix their compensation, all of whom shall do such work as the Board shall direct. All such compensation and all expenses incurred in carrying out the provisions of the Act shall be paid solely and only from funds provided under the authority of the Act, and the Board shall not exercise or carry out any authority or power given it so as to bind the Board or the Town beyond the extent to which money shall have been or may be provided under the authority of the Act. No contract or agreement with any contractor or contractors for labor and/or material exceeding the sum of \$10,000 shall be made without advertising for bids, which bids shall be publicly opened and award made to the best bidder, with power in the Board to reject any and all bids.

D. The construction, acquisition, improvement, equipment, custody, operation and maintenance of any such works for the collection, treatment or disposal of sewage and the collection of revenues therefrom for the service rendered thereby shall be under the supervision and control of the Sanitary Board.

E. After the construction, acquisition, installation and completion of such works, the Sanitary Board shall operate, manage and control the same and may order and

complete any extensions, betterments and improvements of and to the works that the Board may deem expedient if funds therefor be available or made available as provided by the Act, and shall establish rules and regulations for the use and operation of the works and of other sewers and drains connected therewith so far as they may affect the operation of such works, and to do all things necessary or expedient for the successful operation thereof, and the Board shall have in addition hereto any and all powers granted to it by the Act, or which may be granted to it by amendments to the Act, hereafter made, subject to any and all restrictions and limitations therein contained.

Section 6. Duty of Board to Restore Property Damaged by its Activities. All public ways or public works damaged or destroyed by the Sanitary Board in carrying out its authority under this ordinance and the Act shall be restored or repaired by the Board and placed in their original condition, as nearly as practicable, if requested so to do by the proper authorities, out of the funds provided by the Act.

Section 7. Publication of Financial Statement. The Sanitary Board shall prepare a financial statement and cause it to be published as a Class I legal advertisement in compliance with the provisions of Chapter 59, Article 3 of the West Virginia Code of 1931, as amended, and the publication area for such publication shall be the sanitary district. Such statement shall contain an itemized account of the receipts and expenditures of the Board during the previous fiscal year, showing the source from which all money was derived, and the name of the person to whom an order was issued, together with the amount of such order, and why such order was issued, arranging the same under distinct heads, and including all money received and expended from the sale of bonds, and also a specific statement of the debts of such Board, showing the purpose for which any debt was contracted; the amount of money in all funds at the end of the preceding year, and the amount of uncollected service charges. Such statement shall be prepared and published by the Board as soon as practicable after the close of the fiscal year. The statement shall be sworn to by the chairman and secretary and treasurer of the Board.

Section 8. Procedure for Disbursement of Funds. All funds under the supervision of the Sanitary Board shall be disbursed, as disbursements are required, by check drawn upon the proper fund or account, and such checks shall be properly signed by the authorized officer or agent of the Board. All such disbursements shall be approved by the Board.

Section 9. Fidelity Bonds. The Sanitary Board shall require all persons who collect or otherwise handle funds of the Board or the System to furnish a good and proper bond, with a recognized and reputable surety, conditioned upon the faithful performance of their duties and for the proper handling and care of said funds in their hands. Such bond shall be in an amount equal to the sum of money which might at any one time be in the hands of such person or persons.

Section 10. Effective Date. This Ordinance shall take effect immediately following the second reading hereon.

Passed on First Reading: January 3, 2008

Passed on Second Reading: February 5, 2008

By: Jerry D. Tetu
Mayor

By: Patty Tetu
Recorder

1.2.08
379400.00002

THE TOWN OF HARMAN

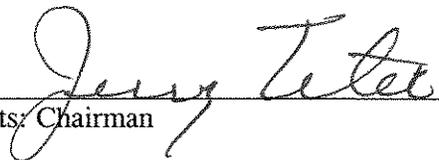
Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

PETITION OF SANITARY BOARD

The Sanitary Board of The Town of Harman (the "Town") hereby petitions the Council of the Town to enact an ordinance directing that sewer grant anticipation notes of the Town be issued pursuant to the provisions of Chapter 16, Article 13 of the West Virginia Code of 1931, as amended, such notes to be in an amount not to exceed \$265,000 for the purpose of temporarily financing a portion of the cost of acquisition and construction of certain additions, betterments and improvements to the sewerage system of the Town, together with all necessary appurtenances, and the costs of issuance and related costs.

Directed this 30th day of October, 2008.

SANITARY BOARD OF THE TOWN OF HARMAN

By: 
Its: Chairman

TOWN OF HARMAN

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWAGE SYSTEM OF THE TOWN OF HARMAN.

THE COUNCIL OF THE TOWN OF HARMAN HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal sewage services provided to all general domestic, commercial, and industrial users and customers of the Town of Harman Municipal Sewage Treatment Plant and Collection System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

SECTION NO. 1 TARIFF

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, and industrial service.

METERED RATE

For all customers with metered water supply:

First 2,000 Gallons Used Per Month	\$10.50	Per 1,000 Gallons
Next 4,000 Gallons Used Per Month	\$9.93	Per 1,000 Gallons
Next 4,000 Gallons Used Per Month	\$7.88	Per 1,000 Gallons
Next 10,000 Gallons Used Per Month	\$7.43	Per 1,000 Gallons
All Over 20,000 Gallons Used Per Month	\$6.94	Per 1,000 Gallons

MINIMUM CHARGE

No bill will be rendered for less than \$21.00 per month, which is the equivalent of 2,000 gallons.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of the latest pay date, a ten percent (10%) penalty 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.

MULTIPLE OCCUPANCY

Where multiple service is rendered through one water meter, the monthly sewer bill shall not be less than the minimum charge provided for above, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house trailers), or other units receiving water service from such meter.

SEWER CONNECTION (TAP) FEE

The following charges are to be made whenever the utility installs a new tap to serve an applicant:

- (1) No tap fee will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the West Virginia Public Service Commission (the "Commission"). This pre-construction tap fee of \$0.00 will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.
- (2) A tap fee shall be the greater of \$350.00, or the actual cost of connection (solely determined by the Town) and will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

RECONNECTION FEE

The re-connection charge shall be twenty five dollars (\$25.00), which shall be non-refundable, and not applicable to the account being re-connected.

SECURITY DEPOSIT

A security deposit shall be required to connect to the sewage system not to exceed one-twelfth (1/12) of the annual estimated charge for residential service, or one-sixth (1/6) of the annual estimated charge for commercial service, or fifty dollars, whichever is greater.

RETURNED CHECK CHARGE

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

SPECIAL CHARGES

In the event that the sewage, water or other liquid waste being discharged into the sewage system from any building, or premises, is determined by the Town to contain unduly high concentrations of any substances which add to the operating costs of the sewage system of said Town, then the Town may establish special rates and charges as to such class of buildings, or premises, or the Town may require the owners, or other interested parties, to specially treat such sewage, water or other liquid waste before it is discharged into the municipal sanitary sewer system, at the user's sole cost and expense.

SECTION 2. SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof shall be held void or unenforceable by the West Virginia Public Service Commission or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective forty-five (45) days after final enactment hereof, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Town Recorder shall cause to be published a copy of this Ordinance once a week for two (2) successive weeks within a period of fourteen (14) consecutive days, with at least six (6) days between each publication, in *The Inter-Mountain*, a qualified newspaper of general circulation in the Town of Harman, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on Tuesday, February 5, 2008, at 7:00 p.m., which date is not less than ten days after the date of the first publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Recorder, Harman, West Virginia.

First Reading: January 14, 2008

Second Reading: February 5, 2008

TOWN OF HARMAN, a municipal corporation

Mayor: Jerry D. Teter

Recorder: Patty Teter



January 14, 2008

Special Meeting
Town of Harman

Members present: Jerry Teter, Mayor; Patty Teter, Recorder; John Hedrick, Roger Roy, Vicki Mowery, Ralph Mowery, Councilmen.

Jerry Teter, Mayor called the meeting to order.

The previous minutes were read and approved.

Unfinished business: None

New Business:

- a.) Consider the first reading and act upon the Sewer Rate Ordinance - Amendment to the connection fee/charge. Roger Roy moved to have the charges for the connection fee as follows: Prior to construction \$0.00. After construction passes the premises to be served, charge for connection will be a tap fee of the greater of \$350.00, or the actual cost of construction (solely determined by the Town) and will be charged to all customers who apply for service outside of the construction period for each new tap to the system. John Hedrick seconded the motion. After brief discussion, the motion carried.

Ralph Mowery moved to adjourn. Vicki Mowery seconded the motion. The motion carried.

Next Meeting: February 5, 2008 7:00 P.M.

Jerry Teter, Mayor

Patty Teter, Recorder

February 5, 2008

Town of Harman
Regular Meeting

Members Present: Jerry Teter, Mayor; Patty Teter, Recorder, Johns Hedrick, Roger Roy, Ralph Mowery, and Vicki Mowery, Councilmen. Public Attendance: Kathleen Varacalli, Don Smith, Bob Thompson, Doug Henderson, Louise Armentrout, Teddy Harman, and Randy Henderson.

Jerry Teter, Mayor called the meeting to order.

The previous minutes were read and approved.

Unfinished Business:

- a. Several people asked questions and looked at the map containing the placement of the sewer lines. They also asked questions about their easement papers. Arrangements will be made to contact Chapmen Technical Group regarding unanswered questions.

New Business:

- a. Second Reading of the Sewer Rate Ordinance - Roger Roy moved that the Town of Harman accept the Sewer Rate Ordinance. Vicki Mowery seconded. After a brief discussion, the motion carried.
- b. Second Reading of the Ordinance creating a Sanitary Board - John Hedrick moved to accept the Ordinance creating a Sanitary Board. Ralph Mowery seconded the motion. After a brief discussion, the motion carried.
- c. The council members read and discussed the Public Notice of Sewer Rates for the Town of Harman. This information will be mailed to the future sewer customers after this meeting and will be posted at the Town Hall.
- d. We have a CD that is up for renewal. Roger Roy moved to give the recorder permission to check on the current rates and chose a rate and time frame that will satisfy the needs of the Town of Harman. Vicki Mowery seconded the motion. After a brief discussion the motion carried.

Ralph Mowery moved to adjourn. Vicki Mowery seconded the motion. The motion carried.

Next Meeting: March 4, 2008 at 7:00 P.M.

 _____ Mayor

 _____ Recorder



State of West Virginia, County of Randolph, ss.

I, Donald W. Smith, General Manager of THE INTER-MOUNTAIN, a newspaper published at Elkins, in said county, do hereby certify that the annexed advertisement was published on the following dates:

Jan 22 Jan 29
20 08 as required by law.

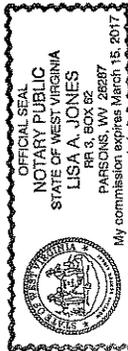
Given under my hand this 29th day of Jan 20 08
Donald W. Smith
General Manager

Printer's Fee: \$ 436.50

Subscribed and sworn to before me this 29th day of January, 20 08

Christa A. Jones
Notary Public

My Commission Expires the 15th day of March, 20 17



LEGAL ADVERTISEMENT

TOWN OF HARMAN SEWER RATE ORDINANCE

A public hearing will be held on February 5, 2008, at 7:00 p.m. prevailing time, on the following ordinance which was introduced on January 14, 2008. Any person on the Town Hall, West Street, Harman, West Virginia, and present any comment or request for a hearing, shall take such action as it shall deem proper.

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWER SYSTEM OF THE TOWN OF HARMAN.

THE COUNCIL OF THE TOWN OF HARMAN HEREBY ORDAINS: The following rates and charges are hereby fixed, determined and established for municipal sewerage service provided to all general domestic, commercial, and industrial users and customers of the Town of Harman Municipal Sewerage Treatment Plant and Collection System, hereinafter referred to as "customers" and hereinafter provided, and in accordance with the following Rates and Schedules:

SECTION NO. 1. TARIFF

APPLICABILITY: Applicable within the entire territory served.

AVAILABILITY OF SERVICE: Available for general domestic, commercial, and industrial service.

METERED RATE

For all customers with metered water supply:

First 2,000 Gallons Used Per Month	\$10.50
Next 4,000 Gallons Used Per Month	\$9.93
Next 1,000 Gallons	\$7.88
Next 10,000 Gallons Used Per Month	\$7.43
All Over 20,000 Gallons Used Per Month	\$9.94

Minimum Charge: No bill will be rendered for less than \$21.00 per month, which is the equivalent of 2,000 gallons.

DELATED PAYMENT PENALTY: The amount is not paid in full within twenty (20) days of the last payment (10%), penalty will be added to the next bill. The delinquent payment penalty is not interest and is to be collected only once for each bill unless it is appropriate.

MULTIPLE OCCUPANCY: Where multiple service is rendered through one water meter, the monthly sewer bill shall not be less than the minimum charge provided for above, multiplied by the number of units receiving water service from such meter.

SEWER CONNECTION (TAP) FEE: The following charges are to be made whenever the utility installs a new tap to serve an applicant:

(1) No fee will be charged to customers applying for service before construction is completed subject to the customer's payment in connection with a certificate proceeding before the West Virginia Public Service Commission (the "Commission"). This pre-construction tap fee of \$400 will be waived after the completion of construction payment to an applicant's premises that is associated with a certificate proceeding.

(2) A tap fee shall be the greater of \$350.00, or the actual cost of connection (solely determined by the Town) and will be charged to all customers who apply for tap to the system.

RECONNECTION FEE: The reconnection charge shall be twenty-five dollars (\$25.00), which shall be non-refundable, and not applicable to the account being re-connected.

SECURITY DEPOSIT: A security deposit shall be required to connect to the sewerage system, not to exceed one month (1/12) of the annual estimated charge for residential service, or fifty dollars, whichever is greater.

RETURNED CHECK CHARGE: A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of \$15.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SPECIAL CHARGES: In the event that the sewage, water or other liquid waste being discharged into the sanitary sewers from any building, or premises, is determined by the Town to contain unduly high concentrations of any substances which add to the operating costs of the sewage system of said Town, then the Town may establish special rates and charges as to such class of buildings, or premises, or the Town may require that the owners, or other interested parties, to specially treat such sewage, water or other liquid waste before it is discharged into the municipal sanitary sewer system, at the user's sole cost and expense.

SECTION 2. SEPARABILITY, REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separate, and if any clause, provision or section hereof shall be held void or unenforceable by the West Virginia Public Service Commission or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective forty-five (45) days after that enactment hereof, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Town Recorder shall cause to be published a copy of this Ordinance once a week for two (2) successive weeks within a period of forty-five (45) days after that enactment hereof, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

The Ordinance and notice, and present any comment or request for a hearing, shall take such action as it shall deem proper, following which hearing Council shall take such action as it shall deem proper.

The Mayor and Council of the Town of Harman at the Town Hall, West Street, Harman, West Virginia, and present any comment or request for a hearing, shall take such action as it shall deem proper.

The Mayor and Council of the Town of Harman at the Town Hall, West Street, Harman, West Virginia, and present any comment or request for a hearing, shall take such action as it shall deem proper.

The Mayor and Council of the Town of Harman at the Town Hall, West Street, Harman, West Virginia, and present any comment or request for a hearing, shall take such action as it shall deem proper.

State of West Virginia, County of Randolph, ss.

I, Donald W. Smith, General Manager of THE INTER-MOUNTAIN, a newspaper published at Elkins, in said county, do hereby certify that the annexed advertisement was published on the following dates:

Jul 8
Jul 15

20 08 as required by law.

Given under my hand this 15th day of Jul 20, 08

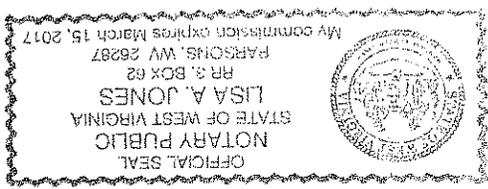
Donald W. Smith
General Manager

Printer's Fee: \$ 201.73

Subscribed and sworn to before me this 15th day of February, 20, 08

Dina A. Jones
Notary Public

My Commission Expires the 15th day of March, 20 17



LEGAL ADVERTISEMENT PUBLIC NOTICE OF SEWER RATES OF THE TOWN OF HARMAN

NOTICE is hereby given that the TOWN OF HARMAN (the "Town") on February 5, 2008 has enacted an ordinance containing increased rates and charges for furnishing sewer service to its sewer-hub (74) proposed customers in Randolph County in the Town's sewer construction project.

The proposed rates and charges will become effective on Thursday, March 20, 2008, unless otherwise ordered by the Public Service Commission and will produce approximately \$63,599 annually in revenue.

The average monthly bill for the various classes of customers will be as follows:

TYPE OF CUSTOMER	AVERAGE RATE	(%) INCREASE
Residential (4,500 Gallons)	\$40.96	N/A
Commercial (10,000 Gallons)	\$92.24	N/A

Presently no customers of the system. This is a new system.

The increases shown are based on average of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increase or decrease) by the Commission in its review of this filing. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates and charges by:

1. Any customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than 25 percent of the customers served by the Town's sewer system; or
2. Any customer who is served by the Town's water system and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the Town's boundaries. Said petition shall be accompanied by evidence of discrimination; or
3. Any customer or group of customers who are affected by said change in rates who reside within the Town's boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the Town's sewer system. Said petition shall be accompanied by evidence of discrimination.

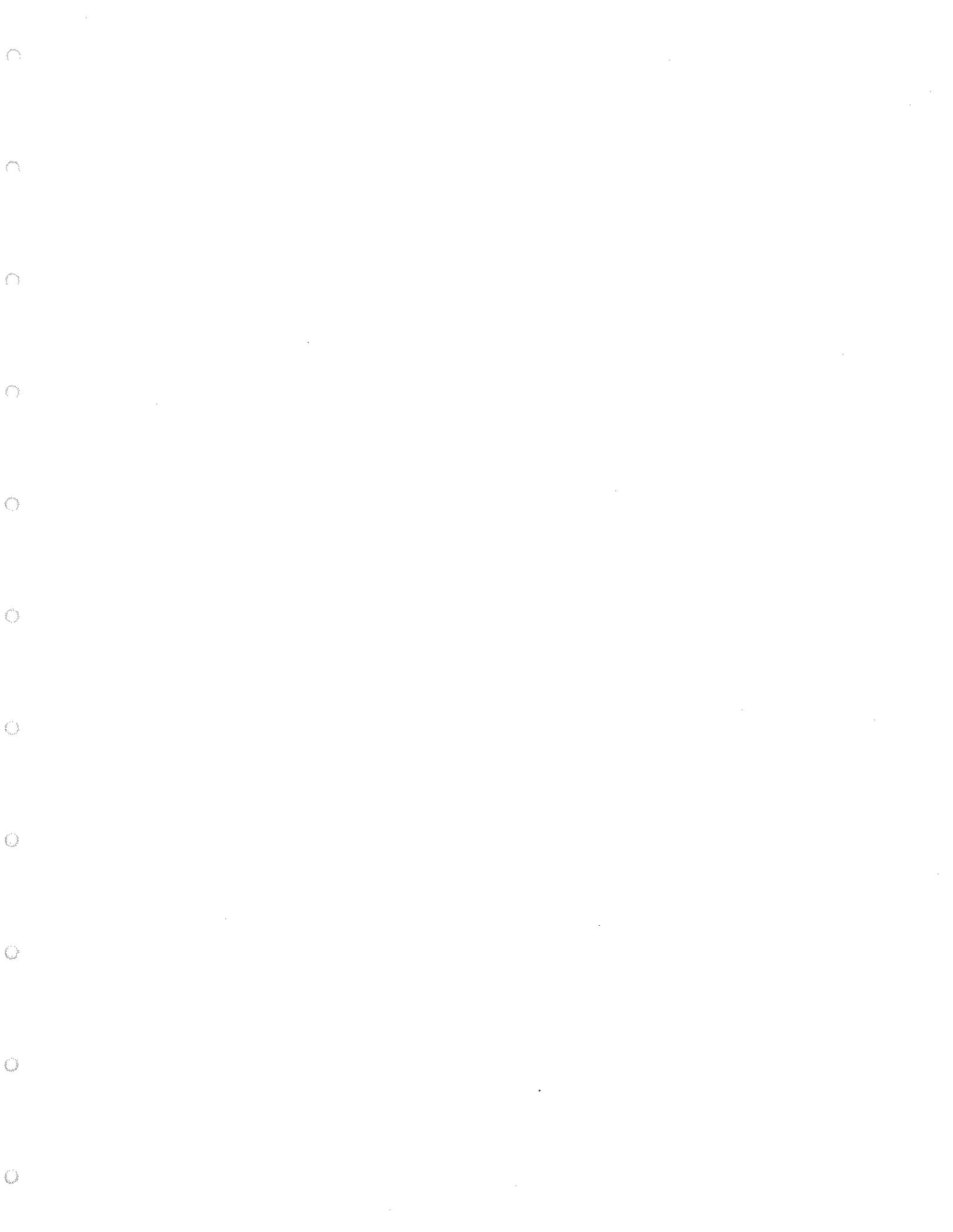
All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P.O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it is available to all customers, prospective customers, or their agents at the Recorder's Office at the Town Hall, Town of Harman, West Virginia.

A copy of the proposed rates is available for public inspection at the Office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P.O. Box 812, Charleston, West Virginia.

By: *Patry Teler*
Recorder

2-8-15



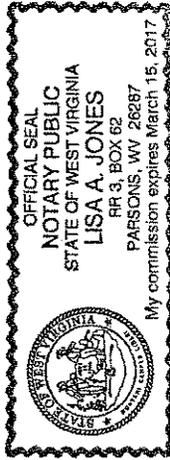
State of West Virginia, County of Randolph, ss.

RECEIVED
2007 OCT 19 AM 9 08
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

I, Donald W. Smith, General Manager of THE INTER-MOUNTAIN,
a newspaper published at Elkins, in said county, do hereby
certify that the annexed advertisement was published on the
following dates:

Oct 11 -----

20 07 ----- as required by law.



Given under my hand this 11th day of Oct, 20 07

Donald W. Smith
General Manager

Printer's Fee: \$ 158.16 -----

Subscribed and sworn to before me this 11th day of October, 20 07

Lisa A. Jones
Notary Public

My Commission Expires the 15th day of March, 20 17

RECEIVED

2007 OCT 19 AM 9 09

W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

LEGAL ADVERTISEMENT

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 1st day of October, 2007.

CASE NO. 07-1898-S-CN

TOWN OF HARMAN
Post Office Box 125
Harman, WV 26270

Application for a certificate of convenience and necessity to construct a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system in Randolph County.

NOTICE OF FILING

WHEREAS, on October 1, 2007, the Town of Harman, filed an application, duly verified, for a Certificate to construct a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system in Randolph County. The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

WHEREAS, the Town of Harman (Town) estimates that construction will cost approximately \$2,934,420.00. It is proposed that the construction will be financed by a West Virginia Infrastructure and Jobs Development Council Grant and Loan in the amount of \$1,848,420.00 and a HUD Small Cities Block Grant in the amount of \$1,500,000.00.

WHEREAS, the Town anticipates charging the following sewer rates for its customers:

First 2,000 gallons used per month	\$10.50 per 1,000 gallons
Next 4,000 gallons used per month	\$9.93 per 1,000 gallons
Next 4,000 gallons used per month	\$7.88 per 1,000 gallons
Next 10,000 gallons used per month	\$7.43 per 1,000 gallons
All over 20,000 gallons used per month	\$6.94 per 1,000 gallons

MINIMUM MONTHLY CHARGE

2,000 gallons \$21.00 per month

DELAYED PAYMENT PENALTY

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

CONNECTION CHARGE

Prior to construction \$0.00
After construction passes, the premises to be served, charge for connection to system - \$350.00

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

Pursuant to 24-2-11, West Virginia Code, IT IS ORDERED that the Town of Harman give notice of filing of said application, by publishing a copy of this order once in a newspaper duly qualified by the Secretary of State, published and of general circulation in Randolph County, making due return to this Commission of proper certification of publication immediately after publication. Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following the date of this publication unless otherwise modified by Commission order. Failure to timely protest or intervene can affect your right to protest aspects of this certificate case, including any associated rate increases, or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or intervention. Requests to intervene must comply with the Commission's rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protests and interventions should be addressed to Sandra Squire, Executive Secretary, P.O. Box 812, Charleston, West Virginia 25323.

FOR THE COMMISSION:

Sandra Squire
Executive Secretary

THE TOWN OF HARMAN

Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

EXCERPT OF MINUTES ON ADOPTION OF BOND ORDINANCE,
SUPPLEMENTAL RESOLUTIONS, DRAW RESOLUTION AND
SWEEP RESOLUTION

The undersigned RECORDER of The Town of Harman of hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Council:

The Council of The Town of Harman met in regular session, pursuant to notice duly posted, on the 3rd day of November, 2008, in Randolph County, West Virginia, at the hour of 7:00 p.m.

PRESENT:

Jerry Teter	Mayor
Patty Teter	Recorder
Vickie Mowery	Councilmember
Gordon Hedrick	Councilmember
Roger Roy	Councilmember
Ralph Mowery	Councilmember
Robin Reynolds	Councilmember

Jerry Teter, Mayor, presided, and Patty Teter, acted as Recorder. The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Mayor stated that the proposed Bond Ordinance heretofore passed on first and second readings would be subject to protests and suggestions from any interested person at this time in accordance with the publication of an abstract of said Bond Ordinance and a Notice of Hearing, which publication has been duly made, and the Mayor called for protests and suggestions as to said Bond Ordinance and all persons desiring to protest the said Bond Ordinance or to make any suggestions with reference thereto were heard.

There being no protests or suggestions made as to said Bond Ordinance, the Mayor thereupon stated that it would be in order to consider the said Bond Ordinance for final enactment and the Mayor caused the said Bond Ordinance to be read as follows:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE PUBLIC SEWERAGE FACILITIES OF TOWN OF HARMAN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF HARMAN OF NOT MORE THAN \$265,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH NOTES; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH NOTE; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH NOTE; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTES AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Vickie Mowery and seconded by Ralph Mowery, it was unanimously ordered that the said Bond Ordinance be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), OF THE TOWN OF HARMAN; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH NOTE AND THE SALE AND DELIVERY OF SUCH NOTE TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY;

DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE NOTE.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Roger Roy and seconded by Vickie Mowery it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2008 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF HARMAN; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Ralph Mowery and seconded by Vickie Mowery it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Vickie Mowery and seconded by Ralph Mowery, it was unanimously ordered that the said Draw Resolution be adopted.

Next, the Mayor presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Vickie Mowery and seconded by Roger Roy, it was unanimously ordered that the said Sweep Resolution be adopted.

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of The Town of Harman and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 7th day of November, 2008.


Recorder

10.31.08
379400.00001

CH5015409.1

October 7, 2008

Members Present: Jerry Teter, Mayor; Patty Teter, Recorder; John Hedrick, Ralph and Vicki Mowery, Guest: Robert Carr.

Financial Report: Water: \$5579.32 General: \$21,990.18 Coal Severance: \$2585.06

The previous minutes were read and approved.

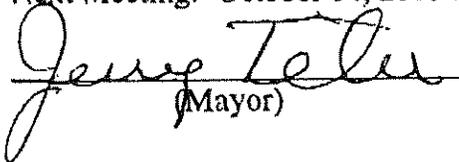
Old Business:

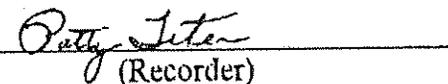
1. The people living in the area of the alley still have things blocking the alley. The deed will be taken to T.R. Ross. He will be asked to help us with this problem.
2. We have the money for the sewer. Some easements will be taken to court. The Town council is upset with the way the easement from Billie Bennett House is being handled. Vicki Mowery made a motion to have a clause put into her easement stating that if the tree is destroyed during sewer construction then the town will pay for it at a fair market value. John 2nd. Motion carried.
3. Everything is alright with the water plant. Joe Thorpe and Lester Pritt are the water operators. In January our plant will go through extensive testing. There are only five water treatment plants in the state that will go through this testing.
4. The Health Department Audit suggested that we focus on the cross connection and we need to put a fence around the water tank.

New Business

1. Trick or Treat night will be October 31, 2008 porch light only.
2. John Hedrick will be moving to Davis. His last meeting will be October 14, of service to the Town of Harman.
3. There will be a mock disaster at the school.
4. First Reading of the Sewer Grant Anticipation Note – To consider on first reading and act upon proposed Bond Ordinance providing for the issuance of its Sewer Grant Anticipation Note, Series 2008B. The proceeds of the Note will be used to temporarily pay a portion of the costs of acquisition and construction of a public collection system and to pay capitalized interest on the Note. The Notes are payable solely from the proceeds of a grant or grants made available to the Issuer subsequent to the issuance of the Note and Surplus Revenues. Ralph made a motion to accept this proposed bond ordinance. Vicki 2nd. After a brief discussion the motion carried. ✓

Next Meeting: October 14, 2008 7:00 P.M.


(Mayor)


(Recorder)

October 14, 2008
Special Meeting

Members Present: Jerry Teter, Mayor; Ralph Mowery, Vicki Mowery, John Hedrick, Councilmen. Patty Teter was absent due to father's illness.

Jerry Teter, Mayor called the meeting to order.

Ralph Mowery made a motion to dispense with the reading of the previous minutes. Vicki 2nd. Motion carried.

Old Business:

1. Ralph Mowery made a motion to purchase a new computer and software to do the water and eventually the sewer bills. John 2nd. Motion carried.
2. Ralph Mowery asked Phyllis Webb if she would be willing to serve on the town council or the sanitary board. She said she would think about it.
3. Jerry discussed the drought issue. He is afraid if we don't get rain we may have to make every attempt to conserve water.

New Business:

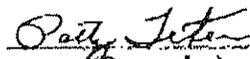
1. Second reading of the Bond Ordinance Note – Ralph Mowery made a motion to accept the ordinance as read. John Hedrick 2nd. After a brief discuss the motion carried. ✓

Ralph Mowery made a motion to adjourn. John Hedrick 2nd. Motion carried.

Next Meeting: November 4, 2008 7:00 P.M.



(Mayor)



(Recorder)

State of West Virginia, County of Randolph, ss.

I, Donald W. Smith, General Manager of THE INTER-MOUNTAIN, a newspaper published at Elkins, in said county, do hereby certify that the annexed advertisement was published on the following dates:

Oct 22 Oct 29 _____

2008 as required by law.

Given under my hand this 29th day of Oct, 2008

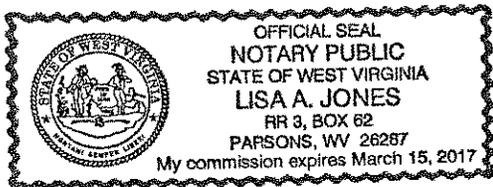
Donald W. Smith
General Manager

Printer's Fee: \$ 143.19

Subscribed and sworn to before me this 29th day of October, 2008

Lisa A. Jones
Notary Public

My Commission Expires the 15th day of March, 2017



LEGAL ADVERTISEMENT

NOTICE OF PUBLIC HEARING ON TOWN OF HARMAN NOTE ORDINANCE

A public hearing will be held on the following-entitled Ordinance at a regular meeting of the Council of the Town of Harman (the "Town") to be held on Tuesday, November 3, 2008, at 7:00 p.m. at the Town of Harman Town Hall, Water Street, Harman, West Virginia, and at such hearing any person interested may appear before the Town and present protests, and all protests and suggestions shall be heard by the Town and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

TOWN OF HARMAN

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE PUBLIC SEWERAGE FACILITIES OF TOWN OF HARMAN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF HARMAN OF NOT MORE THAN \$265,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER GRANT ANTICIPATION NOTE, SERIES 2008 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH NOTES; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH NOTE; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH NOTE; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTES AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above-quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The Town contemplates the issuance of the Bonds described in the Ordinance. The proceeds of the Bonds will be used to provide temporary financing of a portion of the costs of acquisition and construction of improvements to the existing sewerage system by the Town of Harman and to pay certain costs of issuance of the Bonds and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the sewer system of the Town. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

The above-entitled Ordinance was adopted by the Council of the Town of Harman on October 14, 2008. A certified copy of the above-entitled Ordinance is on file with the Town for review by interested parties during regular office hours.

Following the public hearing, the Town intends to enact the Ordinance upon final reading.

/s/ Jerry Teter
Mayor



WV MUNICIPAL BOND COMMISSION

1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 7-Nov-08

(See Reverse for Instructions)

ISSUE: <u>The Town of Harman</u> <u>Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority)</u>	
ADDRESS: <u>P.O. Box 125, Harman, WV 26270</u>	COUNTY: <u>Randolph</u>
PURPOSE OF ISSUE: New Money: <u>x</u> Refunding: _____	
ISSUE DATE: <u>7-Nov-08</u>	REFUNDS ISSUE(S) DATED: <u>NA</u>
ISSUE AMOUNT: <u>\$265,000</u>	CLOSING DATE: <u>7-Nov-08</u>
1ST DEBT SERVICE DUE: <u>1-Jan-09</u>	RATE: <u>3%</u>
1ST DEBT SERVICE AMOUNT <u>TBD</u>	1ST PRINCIPAL DUE <u>1-Nov-11</u>
	PAYING AGENT: <u>Municipal Bond Commission</u>
BOND COUNSEL: Firm: <u>Steptoe & Johnson PLLC</u> Contact: <u>John Stump, Esquire</u> Phone: <u>(304) 353.8196</u>	
UNDERWRITERS COUNSEL Firm: <u>Jackson Kelly, PLLC</u> Contact: <u>Samme Gee, Esquire</u> Phone: <u>(304) 340-1318</u>	
CLOSING BANK: Bank: <u>Grant County Bank</u> Contact: <u>Stephanie Roy</u> Phone: <u>304.227.4104</u>	
ESCROW TRUSTEE: Firm: _____ Contact: _____ Phone: _____	
KNOWLEDGEABLE ISSUER CONTACT Contact: <u>Jerry Teter</u> Position: <u>Mayor</u> Phone: <u>304.227.4752</u>	
OTHER: Agency: <u>West Virginia Water Development Authority</u> Contact: <u>Chris Jarrett</u> Position: <u>Director</u> Phone: <u>(304) 558-3612</u>	
DEPOSITS TO MBC AT CLOSE	
By: _____ Wire _____	Accrued Interest: \$ _____
_____ Check _____	Capitalized Interest: \$ _____
	Reserve Account: \$ _____
	Other: \$ _____
REFUNDS & TRANSFERS BY MBC AT CLOSE	
By: _____ Wire _____	To Escrow Trustee: \$ _____
_____ Check _____	To Issuer: \$ _____
_____ IGT _____	To Cons. Invest. Fund: \$ _____
	To Other: \$ _____
NOTES: <u>The Series 2008 B Notes do not have a reserve account.</u>	
FOR MUNICIPAL BOND COMMISSION USE ONLY: DOCUMENTS REQUIRED: _____ TRANSFERS REQUIRED: _____	

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

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

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

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

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

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

THE TOWN OF HARMAN

Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

GRANT COUNTY BANK, Harman West Virginia, hereby accepts appointment as Depository Bank in connection with a Note Ordinance of The Town of Harman (the "Issuer") enacted by the Issuer on November 3, 2008, and a Supplemental Resolution adopted by the Issuer on November 3 2008 (collectively, the "Note Legislation"), authorizing issuance of the Issuer's Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), dated November 7, 2008, in the aggregate principal amount of \$265,000 (the "Note"), and agrees to serve as Depository Bank in connection with the Note, all as set forth in the Note Legislation.

WITNESS my signature on this 7th day of November, 2008.

GRANT COUNTY BANK

By: 
Its: Authorized Officer Branch Manager

10.27.08
374900.00001

THE TOWN OF HARMAN

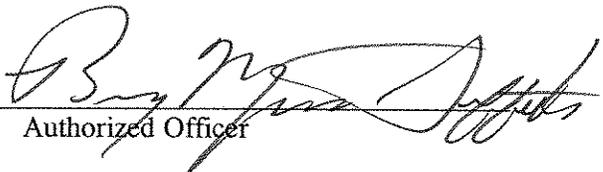
Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

ACCEPTANCE OF DUTIES AS REGISTRAR

The Huntington National Bank, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with The Town of Harman Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), dated November 7, 2008, in the aggregate principal amount of \$265,000, (the "Series 2008 B Note"), and agrees to perform all duties of Registrar in connection with the Series 2008 B Note, all as set forth in the Note Legislation authorizing issuance of the Series 2008 B Note.

WITNESS my signature on this 7th day of November, 2008.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

10.27.08
379400.00001

CH4999202.2

THE TOWN OF HARMAN

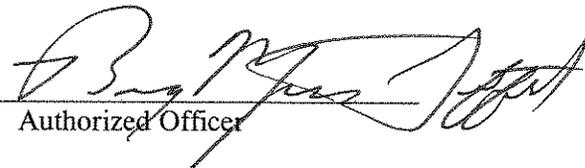
Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

CERTIFICATE OF REGISTRATION OF NOTE

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Note Legislation and Registrar's Agreement providing for the above-captioned Note of The Town of Harman (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), of the Issuer, dated November 7, 2008, in the principal amount of \$265,000, numbered BR-1, registered as to principal and interest in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of The Huntington National Bank, as Registrar.

WITNESS my signature on this 7th day of November, 2008.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

10.27.08
379400.00001

THE TOWN OF HARMAN

Sewer Grant Anticipation Note, Series 2008 B
(West Virginia Water Development Authority)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 7th day of November, 2008, by and between THE TOWN OF HARMAN, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$265,000 principal amount of Sewer Grant Anticipation Note, Series 2008 B (West Virginia Water Development Authority), dated the date hereof, in fully registered form (the "Series 2008 B Note"), pursuant to a Note Ordinance of the Issuer duly enacted November 3, 2008, and a Supplemental Resolution of the Issuer duly adopted November 3, 2008 (collectively, the "Note 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 Note Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Note Legislation provides for an appointment by the Issuer of a Registrar for the Series 2008 B Note; and

WHEREAS, the Issuer desires to appoint, and by the Note Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Note 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 Series 2008 B Note, all as set forth in the Note Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Series 2008 B Note upon original issuance and when properly presented for

exchange or transfer, and shall do so with the intention of maintaining the exemption of interest on the Series 2008 B Note from federal income taxation, 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 Note Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Note Legislation, the terms of the Note 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 Note 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: The Town of Harman
P.O. Box 125
Harman, West Virginia 26270
Attention: Mayor

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate, register and deliver the Series 2008 B Note in accordance with the Note Legislation.

9. 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.

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.

THE TOWN OF HARMAN

By: Jerry Tetu
Its: Mayor

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

10.27.08
379400.00001

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.

THE TOWN OF HARMAN

By: _____
Its: Mayor

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

10.27.08
379400.00001

EXHIBIT A

Note Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(See Attached)

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633



STATEMENT OF REGISTRAR'S FEES
Invoice Date November 7, 2008

The Town of Harmon
Account Number 6089001809

The Town of Harmon
Sewer Grant Anticipation Note, Series 2008 B
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

FEE CALCULATION FOR November, 2008

TOTAL AMOUNT	\$	500.00
TOTAL DUE	\$	<u>500.00</u>

- * FEE INVOICES ARE PAYABLE WITHIN 30 DAYS. IF PAYMENT *
- * IS NOT RECEIVED, FEES WILL BE DEDUCTED FROM THE PLAN *
- * .. MAIL CHECK TO: HUNTINGTON NATIONAL BANK, ATTN: BARRY. . *
- * .. GRIFFITH, PO BOX 633, CHARLESTON, WV 25322-0633 *

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304)348-5035

07-1898-S-CN

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL and WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WV 25301
TELEPHONE (304) 558-2981

PERMIT

(Sewage)
PROJECT: Sewage Collection & Treatment Facilities **PERMIT NO.:** 17,980
LOCATION: Harman **COUNTY:** Randolph **DATE:** 5-12-2008

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**Town of Harman
P. O. Box 125
Harman, West Virginia 26270**

is hereby granted approval to: amend and modify **Permit No. 17,358** for the sewage collection and treatment facilities to serve the Town of Harman. The permit will be extended to May 12, 2009.

Note: This permit is contingent upon all unchanged conditions and requirements of Permit No. 17,358 remaining in effect.

The Environmental Engineering Division of the **OEHS-Philippi District Office**, telephone (304) 457-2296, is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR



William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:bms

pc: Chapman Technical Group
Katheryn Emery, P.E., DEP
James W. Ellars, P.E., PSC
✓ Amy Swann, PSC
Randolph County Health Department
OEHS-EED Philippi District Office

RECEIVED
2008 MAY 15 AM 11 42
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL and WASHINGTON STREETS

1 DAVIS SQUARE, SUITE 200
TELEPHONE 304-558-2981

CHARLESTON, WEST VIRGINIA 25301

PERMIT

PROJECT: (Sewage)
Sewage Collection & Treatment Facilities

PERMIT NO.: 17,358

LOCATION: Harman

COUNTY: Randolph

DATE: 1-8-2007

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**Town of Harman
P. O. Box 125
Harman, West Virginia 26270**

is hereby granted approval to: install approximately 1,304 LF of 12", 14,271 LF of 8" and 5,432 LF of 6" sewer line; necessary manholes and cleanouts; 100 G.P.M. duplex submersible sewage lift station; and a 50,000 G.P.D. (peak flow 130,000 G.P.D.) wastewater treatment plant. Major components of the wastewater treatment plant will be a control building; a pre-screening unit with a primary micro-strainer type screen and an emergency manually cleaned bar screen; a 25,117 gallon pre-equalization basin (can be converted to SBR Basin in future) with a 3.0 HP floating aerator and three (3) 2.4 HP transfer pumps; a 31,112 gallon post-equalization basin with a 3.0 HP floating aerator and two (2) 2.4 HP transfer pumps; a 50,000 G.P.D. (peak flow 130,000 G.P.D.) SBR basin with a 25.0 HP aerator/mixer/decanter assembly, a 2.4 HP sludge transfer pump, and all necessary controls; an 18 ft X 18 ft X 18 ft deep aerobic digester with a 3.0 HP floating aerator, a 2.4 HP supernatant pump and a 2.4 HP solids handling pump; two (2) ultraviolet disinfection units; emergency generator; with effluent discharge to the Dry Fork River. Sewage treatment facilities shall be enclosed by a minimum six (6) feet high fence with a locking gate.

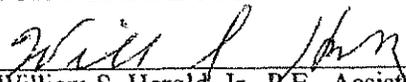
Facilities are to serve the Town of Harman.

Note: This permit is contingent upon maintaining a minimum ten (10) feet horizontal separation between sewer and water lines and a minimum 18" vertical separation between crossing sewer and water lines, with the water line to be over the sewer line.

The Environmental Engineering Division of the **OEHS-Philippi District Office**, telephone (304) 457-2296, is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR


William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:emt

pc: Chapman Technical Group
Katheryn Emery, P.E., DEP
James W. Ellars, P.E., PSC
Amy Swann, PSC
Randolph County Health Department
OEHS-EED Philippi District Office

WEST VIRGINIA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

2007 OCT - 1 AM 11: 23

RECEIVED

NPDES permit



RECEIVED JUL 30 2007

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street SE
Charleston, West Virginia 25304
Phone: 304-926-0495
Fax: 304-926-0496

Joe Manchin III, Governor
Stephanie R. Timmermeyer, Cabinet Secretary
www.wvdep.org

July 27, 2007

Honorable Jerry Teter
Town of Harman
Post Office Box 125
Harman, WV 26270

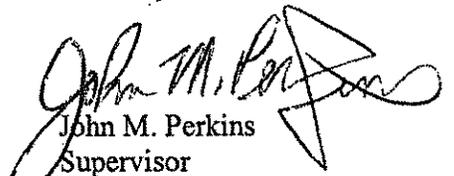
Re: WV/NPDES General Permit Registration
No. WVG551412

Dear Mayor Teter:

We are in receipt of your wastewater treatment plant registration application. Upon review and from discussion with your consultant, it has been determined that your facility is eligible for coverage under the general permit for small sewage treatment plants. As such, the permit application fee is only \$765.00, as opposed to the \$1,700.00 remitted. Therefore, I am returning the \$1,700.00 check and am requesting that a check for \$765.00 be remitted so that we can continue the processing of your application.

If you have any questions, please do not hesitate to contact me at (304) 926-0499, extension 1031.

Sincerely,


John M. Perkins
Supervisor
General Permit & Support Team

Enclosures

cc: Jeff Ekstrom, P.E., Chapman Technical Group ✓



ERIE INSURANCE GROUP ULTRAFLEX Change Request

TOWN OF HARMAN
JERRY D TETER MAYOR
P O BOX 125
HARMAN, WV 26270-0125

Policy Nbr: Q43-5350025 06	Policy Eff: 07/03/2008 to 07/03/2009
Agent Nbr: EE1145	Agent Name: PIONEER INSURANCE AGENCY, INC.
Named Insured: TOWN OF HARMAN	
Change Effective: 10/29/2008 Amendment	

1. Detailed Instructions:

ADD AS ADDITIONAL INSURED, WV WATER DEVELOPMENTAL AUTHORITY 180 ASSOCIATION DR
CHARLESTON WV 25311

IMPORTANT: If this change affects any other ERIE policy, please submit
a separate change request for that policy.

Agent(Date Printed): 10/29/2008 12:31:35 PM

Completed by: MRK

SIGNATURE OF NAMED INSURED (IF AGENCY REQUIRES): _____



RENEWAL CERTIFICATE

AGENT		ITEM 2. POLICY PERIOD	POLICY NUMBER
EE1145	PIONEER INS AGENCY INC	07/03/07 TO 07/03/08	Q43 5350025 W
ITEM 1. NAMED INSURED AND ADDRESS		ITEM 3. OTHER INTEREST	
TOWN OF HARMAN JERRY D TETER MAYOR P O BOX 125 HARMAN WV 26270-0125			

POLICY PERIOD BEGINS AND ENDS AT 12.01 A.M. STANDARD TIME AT THE STATED ADDRESS OF THE NAMED INSURED.

THE INSURANCE APPLIES TO THOSE PREMISES DESCRIBED AS PER THE ATTACHED SUPPLEMENTAL DECLARATIONS. THIS IS SUBJECT TO ALL APPLICABLE TERMS OF THE POLICY AND ATTACHED FORMS AND ENDORSEMENTS.

T9M/U
DEDUCTIBLE (PROPERTY PROTECTION) - \$ 500.

COVERAGES:	DEPOSIT PREMIUMS
PROPERTY PROTECTION-AS PER THE ATTACHED SUPPLEMENTAL DECLARATIONS	
1. BUILDINGS	\$ INCL
2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS	\$
3. ADDITIONAL INCOME PROTECTION	\$
4. GLASS AND LETTERING	\$
5. SIGNS, LIGHTS AND CLOCKS	\$
OPTIONAL COVERAGES	
MECHANICAL & ELECTRICAL BREAKDOWN COVERAGE	\$ INCL

"TERRORISM EXCLUSION EXCEPTION FOR FIRE LOSSES APPLIES FOR LOCATIONS IN IL,NC,PA,VA,WV, AND WI ONLY - SEE PARAGRAPH D. ON FORM IL0995."

FIRST MORTGAGEE
GRANT COUNTY BANK
P O BOX 129
HARMAN WV 26270-0129

LIMITS OF INSURANCE		PREMIUMS
PREMIUM BASES - PAYROLL & EXPENDITURES		\$ INCL
EACH OCCURRENCE LIMIT	\$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$ 1,000,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$ 5,000	ANY ONE PERSON
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT		\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ 2,000,000

OPTIONAL COVERAGES		\$ INCL
LIMITED EMPLOYERS LIABILITY COVERAGE FORM		
BODILY INJURY BY ACCIDENT	\$1,000,000 EACH ACCIDENT	
BODILY INJURY BY DISEASE	\$1,000,000 POLICY LIMIT	
BODILY INJURY BY DISEASE	\$1,000,000 EACH EMPLOYEE	

SURCHARGE IMPOSED BY THE STATE OF WV	\$ 10.03
TOTAL DEPOSIT PREMIUM - - - - -	\$ 1,819.03

APPLICABLE FORMS - SEE SCHEDULE OF FORMS



RENEWAL CERTIFICATE

AGENT		ITEM 2. POLICY PERIOD	POLICY NUMBER
EE1145	PIONEER INS AGENCY INC	07/03/07 TO 07/03/08	Q43 5350025 W
ITEM 1. NAMED INSURED AND ADDRESS		ITEM 3. OTHER INTEREST	
TOWN OF HARMAN JERRY D TETER MAYOR P O BOX 125 HARMAN WV 26270-0125			

SUPPLEMENTAL DECLARATIONS

LOCATION OF PREMISES	LOCATION 1 BUILDING 1	OCCUPANCY/OPERATIONS
W/S OF RT 33, HARMAN, RANDOLPH CO, WV 26270		MUNICIPAL WATER PLANT

INTEREST OF NAMED INSURED IN SUCH PREMISES - OWNER
PROPERTY PROTECTION

COVERAGES	CO-INS%	AMOUNT OF INSURANCE
1. BUILDING	080	\$ 134,000
2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS		\$
3. ADDITIONAL INCOME PROTECTION OCCURRENCE		\$

OPTIONAL COVERAGES - PROPERTY PROTECTION
MECHANICAL & ELECTRICAL BREAKDOWN \$ INCL

POLICYHOLDER RENEWAL SERVICE -
BUILDING AMOUNT INCREASED BY 7% COMMERCIAL STRUCTURES

ENDORSEMENT 2

THIS ENDORSEMENT CHANGES THE POLICY,
PLEASE READ IT CAREFULLY.

TERRORISM OFFER REJECTION

THE FEDERAL TERRORISM RISK INSURANCE ACT, AS AMENDED ON DECEMBER 22, 2005, ESTABLISHES A FEDERAL PROGRAM UNDER WHICH THE UNITED STATES GOVERNMENT SHARES THE RISK OF COVERED LOSSES FROM CERTIFIED ACTS OF TERRORISM WITH THE INSURANCE INDUSTRY. THE UNITED STATES GOVERNMENT PAYS 90% OF COVERED TERRORISM LOSSES FROM CERTIFIED ACTS OF TERRORISM EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

PURSUANT TO DISCLOSURE NOTICE/OFFER OF COVERAGE FORM UF-4251, YOU REJECTED THE OFFER OF COVERAGE FOR LOSSES ARISING OUT OF CERTIFIED ACTS OF TERRORISM AS DEFINED IN THE FEDERAL TERRORISM RISK INSURANCE ACT, AS AMENDED ON DECEMBER 22, 2005, UNDER THIS POLICY. THE ANNUAL PREMIUM ATTRIBUTABLE TO SUCH COVERAGE FOR ACTS OF TERRORISM CERTIFIED UNDER THE ACT IS \$117. THIS PREMIUM CHARGE IS NOT INCLUDED IN THE TOTAL PREMIUM SHOWN ON YOUR DECLARATIONS BECAUSE YOU REJECTED THE OFFER OF COVERAGE AND AN EXCLUSION FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM IS PART OF YOUR POLICY. (THE TERRORISM EXCLUSION MAKES AN EXCEPTION FOR FIRE LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM.)

New Copy



INSURANCE GROUP ULTRAFLEX Change Request

T
JERRY D TETER MAYOR
P O BOX 125
HARMAN, WV 26270-0125

Policy Nbr: Q43-5350025 06	Policy Eff: 07/03/2008 to 07/03/2009
Agent Nbr: EE1145	Agent Name: PIONEER INSURANCE AGENCY, INC.
Named Insured: TOWN OF HARMAN	
Change Effective: 10/29/2008 Amendment	

1. Detailed Instructions:

ADD AS ADDITIONAL INSURED, WV WATER DEVELOPMENTAL AUTHORITY 180 ASSOCIATION DR
CHARLESTON WV 25311

IMPORTANT: If this change affects any other ERIE policy, please submit
a separate change request for that policy.

Agent(Date Printed): 10/29/2008 12:31:35 PM

Completed by: MRK

SIGNATURE OF NAMED INSURED (IF AGENCY REQUIRES): _____

CLOSING MEMORANDUM

To: Financing Team
From: John C. Stump, Esquire
Date: November 7, 2008
Re: The Town of Harman Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund) and Sewer Grant Anticipation Notes, Series 2008 B (West Virginia Water Development Authority)

DISBURSEMENTS TO THE TOWN OF HARMAN

Payor: West Virginia Infrastructure Fund
Source: Series 2008 A Bonds Proceeds
Amount: \$28,661
Form: Wire
Payee: The Town of Harman
Bank: Grant County Bank
Routing #: 052203046
Account #: 5900358
Contact: Stephanie Roy 304.227.4104
Account: Series 2008 A Bonds Construction Trust Fund

DISBURSEMENT TO WATER DEVELOPMENT AUTHORITY

Payor: West Virginia Infrastructure Fund
Source: Series 2008 A Bonds Proceeds
Amount: \$2,020
Form: Wire Transfer
Payee: The Town of Harman
Bank: WV Water Development Authority
BB&T - Wilson
Routing #: 053101121
DDA 168-9180244
Trust Account: 1222000125
Contact: Bobbie Coon 304.348.1464
Purpose: Payoff of Step Loan

10.27.08
379400.00001

TOWN OF HARMAN

RESOLUTION OF THE TOWN OF HARMAN APPROVING INVOICES RELATING TO CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED WASTEWATER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Town of Harman has reviewed the invoices attached hereto and incorporated herein by reference relation to the construction of the Sewer Construction Project funded by the Infrastructure Council (IJDC), Small Cities Block Grant (SCBG), State Grant, US Army Corps of Engineers Grant (US ACE), County Grant and a Water Development Authority Grant Anticipation Note (GAN), and find as follows:

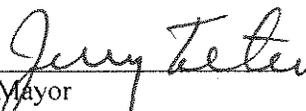
- a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.
- b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.
- c) That each of such costs has been otherwise properly incurred.
- d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED The Town of Harman by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	IJDC	SCB G	USACE	State Grant	County Grant	GAN
Steptoe & Johnson	18,500.00	18,500.00					
Huntington Bank	500.00	500.00					
Step Loan	2,020.00	2,020.00					
T.R. Ross	9,660.95	9,660.95					
Total	30,680.95	30,680.95					

Round to 30,681.00

ADOPTED BY the Town of Harman, at the meeting held on the 3rd day of November, 2008.

By: 
Its: Mayor

State of West Virginia
WATER DEVELOPMENT AUTHORITY
 180 Association Drive, Charleston, WV 25311-1217
 (304) 558-3612 - (304) 558-0299 (Fax)
 Internet: www.wvwda.org - Email: contact@wvwda.org

PRECLOSING ATTENDANCE LIST

Date November 6, 2008 Time 2:00 pm LGA Town of Harman Program IF/WDA

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
John Stump	Stump & Johnson PLLC	304.353.8196	304.353.8188	john.stump@stump-johnson.com
Shane Lee	Jackson Kelly PLLC	304.340.1318	304.340.1272	sglee@jacksonkelly.com
Barbara B Meadows	Water Development Authority	304.558.3612	304.558.0299	bmeadows@wvwda.org
Ryan White	Jackson Kelly PLLC	340-1883	340-1272	rwhite@jacksonkelly.com

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 Jerry Teter Telephone 304.227.4752 E-Mail N/A
 Address P.O. Box 125, Harman West Virginia 26270

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the 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.

THE TOWN OF HARMAN

**SEWER REVENUE BONDS, SERIES 2008 A
(WEST VIRGINIA INFRASTRUCTURE FUND)**

BOND ORDINANCE

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SIGNATURES
CERTIFICATION
EXHIBIT A

THE TOWN OF HARMAN

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE PUBLIC SEWERAGE FACILITIES OF TOWN OF HARMAN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF HARMAN OF NOT MORE THAN \$600,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2008 A (WEST VIRGINIA INFRASTRUCTURE FUND), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

HARMAN: BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWN OF

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is enacted pursuant to the provisions of Chapter 16, Article 13 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. The Town of Harman (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State.

B. The Issuer deems it necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system (the "Project") (the new public sewerage system of the Issuer, the Project and any further extensions, additions, betterments and improvements 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 Recorder of the Issuer.

C. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund) in the total aggregate principal amount of not more than \$600,000 as a single bond (the "Series 2008 A Bonds"), to (i) permanently finance the costs of acquisition and construction of the Project. (ii) pay the Step Loan as hereinafter defined; and (iii) paying certain costs of issuance. Such 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 2008 A Bonds prior to and during acquisition and construction 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 Account (as hereinafter defined) for the Series 2008 A Bonds; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority; discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2008 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the acquisition or construction of the Project and the placing of same in operation; and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2008 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

E. It is in the best interests of the Issuer that its Series 2008 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, as hereinafter defined, on behalf of the Council, in form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

J. On the closing date, there will be no outstanding obligations of the Issuer which will rank on a parity with the Series 2008 A Bonds as to liens, pledge, source of and security for payment or are secured by revenues or assets of the System.

K. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest, if any, on the Series 2008 A Bonds and to make payments into all fund and accounts and other payments provided for herein.

L. The Issuer has complied with all requirements of West Virginia law, the Loan Agreement (hereinafter defined) relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2008 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the Council and the obtaining of a Certificate of Public Convenience and Necessity 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 2008 A Bonds or such final order will not be subject to appeal.

M. Pursuant to the Act, the Issuer has heretofore established a Sanitary Board and the Sanitary Board has petitioned the Governing Body to issue the Series 2008 A Bonds for the purposes set forth herein.

N. The Project has been reviewed and determined to be technically and financially feasible by the West Virginia Infrastructure and Jobs Development 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 2008 A Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Series 2008 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

“Act” means, collectively, Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

“Authority” means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2008 A Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

“Authorized Officer” means the Mayor of the Issuer, or any other officer of the Issuer specifically designated by resolution of the Governing Body.

“Board” or “Sanitary Board” means the Sanitary Board of the Issuer.

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

“Bond Legislation,” “Ordinance,” “Bond Ordinance” or “Local Act” means this Bond Ordinance and all ordinances, orders and resolutions supplemental hereto or amendatory hereof.

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

“Bonds” means, collectively, the Series 2008 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

“Closing Date” means the date upon which there is an exchange of the Series 2008 A Bonds for all or a portion of the proceeds of the Series 2008 A Bonds from the Authority.

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

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

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

“Costs” or “Costs of the Project” means those costs described in Section 1.02D hereof to be a part of the costs of acquisition and construction of the Project.

“Council” means the West Virginia Infrastructure and Jobs Development Council or any successor thereto.

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

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

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

“Governing Body” means the City Council 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.

“Grant” means any grants committed to the Project.

“Gross Revenues” means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted

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

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

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

"Issuer" means The Town of Harman, a municipal corporation and political subdivision of the State of West Virginia, in Randolph County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body and/or the Sanitary Board of the Issuer.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered into, by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2008 A Bonds, the form of which shall be approved and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2008 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2008 A Bonds Reserve Account.

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

"Operating Expenses" means the reasonable, proper and necessary costs of repair, operation and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses (other than those capitalized as part of the Costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and Paying Agent), 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 any decrease in the value of capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

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

Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bond registered to the Issuer.

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

“Paying Agent” means the Commission or such other entity or authority as may be designated as a Paying Agent by the Issuer in the Supplemental Resolution with the written consent of the Authority and the Council.

“Project” means the Project as described in Section 1.02B hereof.

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

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended, including, without limitation, authorized pools of investments operated by such State Board of Investments; 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.

"Recorder" means the Recorder of the Issuer.

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

"Registrar" means the Bond Registrar.

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

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by section 5.01 hereof.

"Reserve Account" means the reserve account established for the Series 2008 A Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any Reserve Account.

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

“Series 2008 A Bonds” means the Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Ordinance.

“Series 2008 A Bonds Construction Trust Fund” means the Series 2008 A Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2008 A Bonds Reserve Account” means the Series 2008 A Bonds Reserve Account established by Section 5.02 hereof.

“Series 2008 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 2008 A Bonds in the then current or any succeeding year.

“Series 2008 A Bonds Sinking Fund” means the Series 2008 A Bonds Sinking Fund established by Section 5.02 hereof.

“State” means the State of West Virginia.

“Step Loan” means the loan from the Authority to the Issuer dated January 20, 1977 in the original aggregate principal amount of \$2,000.

“Supplemental Resolution” means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article “the,” refers specifically to the supplemental resolution authorizing the sale of the Series 2008 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2008 A Bonds, and not so included may be included in another Supplemental Resolution.

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

“System” means the complete sewerage system of the Issuer, to be constructed as a result of the issuance of the Series 2008 A Bonds, and shall include the Project and any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the System from any sources whatsoever.

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

“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 enactment hereof.

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 PAYING THE STEP LOAN

Section 2.01. Authorization of the Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project at an estimated cost of not to exceed \$600,000, which will be paid from proceeds of the Series 2008 A Bonds, 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 2008 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received or will receive bids and will enter into contracts for the acquisition and construction of the Project in an amount compatible with the financing plan submitted to the Council and the Authority.

The cost of the project is estimated not to exceed \$3,648,420 of which not more than \$600,000 will be obtained from the proceeds of the Series 2008 A Bonds and approximately \$1,500,000 will be obtained from a Small Cities Block Grant and approximately \$1,548,420 will be obtained as a grant from the Council.

Section 2.02. Authorization of Paying Step Loan. There is hereby authorized the payment in full of the entire principal balance of and administrative fee on the Step Loan on the Closing Date. The cost of paying the Step Loan will be paid from the proceeds of the Series 2008 A 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 paying Costs of the Project not otherwise provided for and paying certain costs of issuance 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 the negotiable Series 2008 A Bonds of the Issuer. The Series 2008 A Bonds shall be issued as a single bond, designated as "Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund)", in the principal amount of not more than \$600,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2008 A Bonds remaining after funding of the Series 2008 A Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2008 A Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2008 A Bonds shall be issued in such principal amount; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable 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 2008 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2008 A Bonds shall be paid by check or draft of the Paying Agent or its 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 2008 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a debt service schedule attached, representing the aggregate principal amount of the Series 2008 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2008 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2008 A Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2008 A Bonds shall cease to be such officer of the Issuer before the Series 2008 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who

signed or sealed such Bonds had not ceased to hold such office. Any Series 2008 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2008 A Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2008 A Bonds 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 2008 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2008 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2008 A Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 2008 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging or transferring the registered Series 2008 A Bonds are exercised, all Series 2008 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2008 A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2008 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of any Series 2008 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2008 A Bonds or, in the case of any proposed redemption of such 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 2008 A Bonds 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 2008 A Bonds shall not, in any event, be or constitute a corporate 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 2008 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2008 A Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues. The payment of the debt service on the Series 2008 A Bonds shall be secured 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 and other payments for the Series 2008 A Bonds, and to make all other payments hereinafter set forth, 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 2008 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2008 A Bonds to the original purchasers upon receipt of the documents set forth below:

- A. If other than the Authority, a list of the names in which the Series 2008 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;
- B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2008 A Bonds to the original purchasers;
- C. An executed and certified copy of the Bond Legislation;
- D. An executed copy of the Loan Agreement; and
- E. The unqualified approving opinions of bond counsel on the Series 2008 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2008 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2008 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE TOWN OF HARMAN
SEWER REVENUE BONDS, SERIES 2008 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-_____

\$_____

KNOW ALL MEN BY THESE PRESENTS: That on this the ____ day of _____, 2008, THE TOWN OF HARMAN, a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS (\$_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, to and including _____ 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"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

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 _____, 2008.

This Bond is issued (i) to pay the costs of acquisition and construction of a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system (the "Project"); (ii) paying the Step Loan; and (iii) to pay certain costs of issuance hereof and related costs. The public sewerage system to be constructed by the Issuer, the Project, and any further extensions, additions, betterments or improvements 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 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 2008, and a Supplemental Resolution duly adopted by the Issuer on _____, 2008 (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.

THE ISSUER HAS NO BONDS OR OBLIGATIONS OTHER THAN THIS BOND WHICH IS SECURED BY NET REVENUES OF THE SYSTEM.

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, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2008 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which 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 or the interest hereon, except from said special fund provided from the Net Revenues, the monies in the Series 2008 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; provided however, that, so long as there exists in the Series 2008 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest 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 an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the 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 described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in 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 and interest on this Bond.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE TOWN OF HARMAN has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

Mayor

ATTEST

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2008 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: _____, 2008

THE HUNTINGTON NATIONAL BANK,
as Registrar

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

Amount	Date	Amount	Date
(1) \$ _____		(11) \$ _____	
(2) \$ _____		(12) \$ _____	
(3) \$ _____		(13) \$ _____	
(4) \$ _____		(14) \$ _____	
(5) \$ _____		(15) \$ _____	
(6) \$ _____		(16) \$ _____	
(7) \$ _____		(17) \$ _____	
(8) \$ _____		(18) \$ _____	
(9) \$ _____		(19) \$ _____	
(10) \$ _____		(20) \$ _____	
<u>TOTAL</u> \$ _____			

EXHIBIT B
DEBT SERVICE SCHEDULE

(Form of)
ASSIGNMENT

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

Dated: _____, 20____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2008 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor 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 Recorder is directed to affix the seal of the Issuer, attest the same and deliver them 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, and is hereby approved and incorporated in this Bond Legislation.

Section 3.12. Filing of Amended Schedule. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Council and the Authority a schedule for the Series 2008 A Bonds, the form of which will be provided by the Authority 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 or the Issuer and from each other:

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund; and
- (3) Series 2008 A Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission.

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

- (1) Series 2008 A Bonds Sinking Fund; and
- (2) Series 2008 A Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds.

A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation. All monies in the Revenue Fund shall be disposed of only in the following manner and order of priority:

- (1) The Issuer shall first, each month, transfer from the Revenue Fund an amount sufficient to pay current Operating Expenses of the System.
- (2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2008 A Bonds, for deposit in the Series 2008 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2008 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 2008 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.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit it to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2008 A Bonds, if not fully funded upon issuance of the Series 2008 A Bonds, for deposit in the Series 2008 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2008 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2008 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 2008 A Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, from the monies remaining in the Revenue Fund, transfer to the Renewal and Replacement Fund, a sum equal to 2 ½% of the Gross Revenues each month (as previously set forth in the Prior Ordinances and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

Monies in the Series 2008 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2008 A Bonds, as the same shall become due. Monies in the Series 2008 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2008 A Bonds, as the same shall come due, when other monies in the Series 2008 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2008 A Bonds Sinking Fund and the Series 2008 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2008 A Bonds Construction Trust Fund, and following completion thereof, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2008 A Bonds.

Any withdrawals from the Series 2008 A Bonds Reserve Account, which result in a reduction in the balance of such accounts to below the Reserve Requirements thereof, shall be 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 2008 A Bonds are issued, provision shall be made for additional payments into the respective sinking

funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2008 A Bonds Sinking Fund or the Series 2008 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2008 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2008 A Bonds Sinking Fund and the Series 2008 A Bonds Reserve Account, created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2008 A Bonds Sinking Fund and the Series 2008 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2008 A Bonds Sinking Fund and the Series 2008 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2008 A Bonds under the conditions and restrictions set forth herein.

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

C. 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 payments with respect to the Series 2008 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

D. 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.

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 monies in excess of the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Government Obligations or by other 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 herein above 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 such deficiencies on a parity and pro rata with respect to the Series 2008 A Bonds all in accordance with the respective principal amounts outstanding before being applied to any other payments hereunder.

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

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2008 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2008 A Bonds, there shall be deposited with the Commission in the Series 2008 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2008 A Bonds Reserve Account.

B. From the proceeds of the Series 2008 A Bonds, there shall be deposited with the Authority the amount set forth in the Supplemental resolution to pay the Step Loan.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2008 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2008 A Bonds Construction Trust Fund and applied solely to payment of the costs of the Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2008 A Bonds.

D. After completion of the construction of the Project, as certified by The Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2008 A Bonds shall be expended as directed by the Council.

Section 6.02. Disbursements of Bond Proceeds. 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 for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements of the proceeds of the Series 2008 A Bonds from the Series 2008 A Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Council of a certificate, signed by an Authorized Officer, stating that:

- (1) None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;
- (2) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;
- (3) Each of such costs has been otherwise properly incurred; and
- (4) Payment for each of the items proposed is then due and owing.

Pending such application, monies in the Series 2008 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

The Issuer shall expend all proceeds of the Series 2008 A Bonds within 3 years of the date of issuance of the Council's bonds, the proceeds of which were used to make the loan to the Issuer, if applicable.

ARTICLE VII
ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2008 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2008 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2008 A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2008 A Bonds shall not be nor constitute a corporate 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 2008 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2008 A Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues. The payment of the debt service on the Series 2008 A Bonds shall be secured 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 on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall provide an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted February 5, 2008, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2008 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2008 A Bonds shall prove to be insufficient to produce the amounts required by 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 and charges and take all such actions necessary to provide funds sufficient to produce the amounts required by this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2008 A Bonds are outstanding and except as otherwise required by law or with the written consent of 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 immediately be remitted to the Commission for deposit in the Series 2008 A Bonds Sinking Fund, 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 on the Series 2008 A Bonds in accordance with Article X hereof. Any balance remaining after the payment of the Series 2008 A Bonds and interest 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 is not in excess of \$10,000, the Issuer shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer 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 shall be in excess of \$10,000 but not in excess of \$50,000, the Issuer shall first, in writing, determine with the written approval of the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Governing Body may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of \$10,000 and not in excess of \$50,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts 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 source 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, or their duly authorized representatives, 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 for in Section 7.07 hereof, the Issuer shall not issue any other 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 2008 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2008 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2008 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2008 A Bonds, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2008 A Bonds and the interest, if any, thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Additional Parity Bonds. No additional Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2008 A Bonds pursuant to this Ordinance, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided.

No such additional Parity Bonds shall be issued except for the purposes of financing the costs of the acquisition and construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant hereto, to pay claims which may exist against the revenues or facilities of the System or all of such purposes.

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Recorder a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustment 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 additional 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 on the following:

- (1) The Bonds then Outstanding;
- (2) Any additional Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding; and
- (3) The additional 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 the improvements to be financed by such Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) 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 Recorder prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12 consecutive month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which has expired (without successful appeal) prior to the issuance of such Parity Bonds.

All covenants and other provisions of this Ordinance (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 theretofore or 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 account created in this Ordinance required for and on account of such Parity Bonds, in addition to the payments required for the Bonds theretofore issued pursuant to this Ordinance.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the 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 the lien on and source of and security for payment from such revenues, with the Bonds.

No Parity Bonds shall be issued at any time, however, unless all the payments into the respective funds and accounts provided for in this Ordinance with respect to the Bonds then Outstanding, and any other payments provided for in this Ordinance, shall have been made in full as required to the date of issuance of such Parity Bonds, and the Issuer shall then be in full compliance with all the covenants, agreements and terms of this Ordinance.

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

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

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

inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

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

The Issuer shall file with the Authority and the Council, or any other original purchaser of the Series 2008 A Bonds and shall mail in each year to any Holder or Holders of the Series 2008 A Bonds, requesting the same, an annual report containing the following:

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

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

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and, to the extent legally required, in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof), 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 2008 A Bonds and shall submit the report to the Authority and the Council, or any other original purchaser of the Series 2008 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that notes whether the results of test disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether 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 or the Board has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the Authority or 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 and commencement of operation of the Project, the Issuer shall also provide the Authority and the Council, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Council with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2008 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Recorder of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules 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 and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, 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 or schedules 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 on the Series 2008 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2008 A Bonds; provided that, in the event that, an amount equal to or in excess of the Reserve Requirement is on deposit in the Series 2008 A Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 2008 A Bonds are funded at least at the requirement therefor, such sum need only equal 110% of the maximum amount required in any year for payment of principal of and interest on the Series 2008 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2008 A Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the System within 30 days following a determination of the Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a registered 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 registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, the Council and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, 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 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 2 years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

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

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

The Issuer shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of the Loan Agreement.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become

due and payable, the 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 the System or the water 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 system is not owned by the Issuer, the Issuer will, to the extent allowed by law, use diligent efforts to enter into a similar termination agreement with the provider of such water, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders thereof.

Section 7.14. No Free Services. 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 either 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, the Board 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 Series 2008 A 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 Board, 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 prime contractor 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 and the Board 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 OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing 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 any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

(4) FIDELITY BONDS will be provided as to every officer and employee of the Issuer or the Board 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.

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

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

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

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

contractor and all subcontractors, as their interests may appear. The Issuer shall verify such insurance prior to commencement of construction.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.17. Completion of Project; Permits and Orders. The Issuer will complete the acquisition and construction of 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 will obtain all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals of issuance of the Series 2008 A Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer and the Board 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 and the Board will provide the Council with copies of all documents submitted to the Authority. The Issuer and the Board also agree to comply with all applicable laws, rules and regulations issued by the Authority, the Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.19. [RESERVED]

Section 7.20. Securities Law 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 7.21. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2008 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2008 A Bonds.

Section 7.22. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2008 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2008 A Bonds held in "contingency" as set forth in the Schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2008 A Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Council and the Authority 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; USE OF PROCEEDS

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Ordinance, 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 Ordinance, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank 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 2008 A Bonds are Outstanding and as long thereafter as necessary to comply with the Code and to assure the exclusion of interest, if any, on the Series 2008 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate and Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2008 A Bonds as a condition to issuance of the Series 2008 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2008 A Bonds as may be necessary in order to maintain the status of the Series 2008 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2008 A Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2008 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2008 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2008 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2008 A Bonds; or

(2) If default occurs in the Issuer or the Issuer's observance of any of the covenants, agreements or conditions on their respective parts relating to the Series 2008 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2008 A Bonds, and such default shall have continued for a period of 30 days after the Issuer or Board, as appropriate, shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

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

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner or Bondholder 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 or Bondholders 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 or Bondholders of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners.

Section 9.03. Appointment of Receiver. Any Registered Owner of a 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 or the Board, 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 do.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the 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 herein above 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 said 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 AND DEFEASANCE OF BONDS

Section 10.01. Payment of Series 2008 A Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holders of the Series 2008 A Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2008 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2008 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2008 A Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2008 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2008 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2008 A Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2008 A 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 excludability of interest on the Series 2008 A Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the 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 Ordinance 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 Ordinance, the Supplemental Resolution or the Series 2008 A Bonds.

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

Section 11.05. Conflicting Provisions Repealed. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance 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 Ordinance 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 Mayor, the Recorder and members of the Governing Body and the Issuer were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in *Inter-Mountain* a qualified newspaper published and of general circulation in The Town of Harman, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2008 A Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

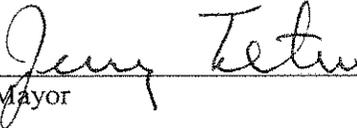
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Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing hereon.

Passed on First Reading: July 1, 2008

Passed on Second Reading: August 5, 2008

Passed on Final Reading
Following Public
Hearing: September 2, 2008



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of THE TOWN OF HARMAN on the 2nd day of September, 2008.

Dated: November 7, 2008

[SEAL]


Recorder _____

10.27.08
379400.00001

EXHIBIT A

Loan Agreement included in bond transcript as Document 3.

THE TOWN OF HARMAN

Sewer Revenue Bonds, Series 2008 A
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2008 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF HARMAN; APPROVING AND RATIFYING THE LOAN AGREEMENT 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 Town Council (The "Governing Body") of The Town of Harman (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective September 2, 2008 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE PUBLIC SEWERAGE FACILITIES OF THE TOWN OF HARMAN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF HARMAN OF NOT MORE THAN \$600,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2008 A (WEST VIRGINIA INFRASTRUCTURE FUND), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED

OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund), of the Issuer (the "Series 2008 A Bonds"), in the aggregate principal amounts not to exceed \$600,000, and has authorized the execution and delivery of a loan agreement relating to the Series 2008 A Bonds, 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"), all in accordance with Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Series 2008 A Bonds should be established by a supplemental resolution pertaining to the Series 2008 A Bonds; and that other matters relating to the Series 2008 A Bonds be herein provided for;

WHEREAS, the Loan Agreement has been presented to the Issuer at this meeting;

WHEREAS, the Series 2008 A 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 amounts, the dates, the maturity date, the redemption provisions, the interest rate, the interest and principal payment dates and the sale price of the Series 2008 A Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2008 A Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF HARMAN, AS FOLLOWS:

Section 1. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Sewer Revenue Bonds, Series 2008 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single bond, numbered AR-1, in the principal amount of \$300,000. The Series 2008 A Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2048, and shall bear no interest. The principal of the Series 2008 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2010, to and including September 1, 2048, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2008 A Bonds and incorporated in and made a part of the Series 2008 A Bonds. The Series 2008 A Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the interest and 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 2008 A Bonds.

Section 2. Section 2.01 of the Bond Ordinance shall be revised in its entirety as follows:

Authorization of the Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project at an estimated cost of not to exceed \$4,130,952, of which a portion will be paid from proceeds of the Series 2008 A Bonds, 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 2008 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received or will receive bids and will enter into contracts for the acquisition and construction of the Project in an amount compatible with the financing plan submitted to the Council and the Authority.

The Cost of the Project is estimated not to exceed \$4,130,952 of which not more than \$300,000 will be obtained from the proceeds of the Series 2008 A Bonds; \$265,000 will be obtained from the Series 2008 B Notes issued pursuant to an ordinance of the Issuer dated November 3, 2008; \$1,500,000 will be obtained from a Small Cities Block Grant; \$1,798,420 will be obtained as a grant from the Council; \$24,332 will be obtained as a grant from The County Commission of Randolph County; \$133,200 will be obtained from a grant from the State of West Virginia and \$110,000 will be obtained as a grant from the U.S. Army Corps of Engineers.

Section 3. All other provisions relating to the Series 2008 A Bonds and the text of the Series 2008 A Bonds shall be in substantially the form provided in the Bond Ordinance.

Section 4. 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 Mayor, 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 application to the Council and the Authority. The price of the Series 2008 A Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 5. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2008 A Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2008 A Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 6. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2008 A Bonds under the Bond Ordinance.

Section 7. The Issuer does hereby appoint and designate the Grant County Bank, Harman, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 8. Bond proceeds in the amount of \$2,020 shall be deposited with the West Virginia Water Development Authority to pay the entire principal balance and administrative fee on the Step Loan.

Section 9. Series 2008 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2008 A Bonds Reserve Account.

Section 10. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2008 A Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2008 A Bonds may be delivered on or about November 7, 2008, to the Authority pursuant to the Loan Agreement.

Section 11. The payment of the Step Loan, the acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2008 A 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 12. The Issuer does hereby ratify, approve and accept all contracts relating to the financing, acquisition and construction of the Project.

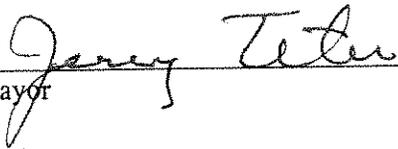
Section 13. The Issuer hereby determines to invest all monies in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary

to cause such monies to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Monies in the Series 2008 A Bond Sinking Fund and the Series 2008 A Bond Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 14. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 3rd day of November, 2008.



Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of The Town of Harman on the 3rd day of November, 2008.

Dated: November 7, 2008.

[SEAL]

Patty Jeter
Recorder

10.27.08
379400.00001

(7/30/01)

GRANT AGREEMENT

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), on behalf of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council") and THE TOWN OF HARMAN (the "Governmental Agency").

RECITALS

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed \$1,798,420 (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the project described in Exhibit A attached hereto and incorporated herein by reference (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency's understandings and agreements with regard to the Grant.

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

TERMS

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources.
2. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority.
3. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.
4. The Governmental Agency will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A.

5. The Governmental Agency shall comply with and is bound by the Council's rules set forth as Title 167, Series 1 and more particularly Section 5.9 with respect to the sale of the Project.

6. The Governmental Agency acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

7. The Governmental Agency shall list the Grant provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

8. This Grant Agreement shall be governed by the laws of the State of West Virginia.

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

THE TOWN OF HARMAN

By: Jerry Teter
Its: Mayor
Date: November 7, 2008

(SEAL)

Attest:

Patty Teter
Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: [Signature]
Its: Executive Director
Date: November 7, 2008

(SEAL)

Attest:

Barbara B Meadows
Its: Secretary-Treasurer

Exhibit A

Project Description

The Project consists of the acquisition and construction of a public sanitary sewer system consisting of a new 50,000 GPD wastewater treatment plant and wastewater collection system, together with all appurtenant facilities (2001S-617).



STATE OF WEST VIRGINIA
OFFICE OF THE GOVERNOR
CHARLESTON 25305

Bob Wise
GOVERNOR

February 19, 2004

The Honorable Jerry Teter, Mayor
Town of Harman
Post Office Box 125
Harman, West Virginia 26270

Dear Mayor Teter:

Thank you for your request to the Small Cities Block Grant program.

Your request has been approved in the amount of \$1,500,000. These funds will enable you to provide wastewater system improvements including a new package treatment plant, approximately 28,000 l.f. of sewer pipe, 85 manholes, 12 cleanouts and two sewer lift stations.

The commitment of \$500,000 from our fiscal year 2003 allocation will immediately be available to you. The remaining \$1,000,000 necessary to complete the project will be evaluated and committed in the coming year. I encourage you to expedite this project and reach its completion as quickly as possible with this funding strategy in mind.

Please contact Michael Browning of the West Virginia Development Office, at (304) 558-4010, extension 723, to complete the necessary contract in order to proceed with your project.

The West Virginia Development Office reserves the right to withdraw these funds if your project does not proceed on schedule.

I am pleased to assist with these improvements for the citizens of the Town of Harman.

Very truly yours,

Bob Wise
Governor

SECRETARY'S OFFICE
COMMISSION
W VA PUBLIC SERVICE
2007 OCT -1 AM 11:27

BW/lc



RECEIVED



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF

Planning, Programs and Project Management Division
Programs and Project Management Branch
Project Management Section

Honorable Jerry Teter
Mayor of Harman
Post Office Box 125
Harman, West Virginia 26270

Dear Mayor Teter:

On behalf of the U.S. Army Corps of Engineers' Section 571 Environmental Infrastructure Program, I am pleased to inform you that your request for funding for the Town of Harman Wastewater Collection System and Treatment Plan Project located at Harman in Randolph County, WV was selected for funding. Your project was deemed appropriate under the established criteria for the Section 571 Program and selected for funding in the amount of \$110,000 in Federal funds for project design.

This is a reimbursable program and should not be considered a grant program. The Corps of Engineers is authorized to provide assistance for a defined scope of work with cost sharing at 75% Federal and 25% non-Federal. You will be working with Sherry Adams of the Huntington District, the Corps' project manager, on the development of a scope of work and she will also provide you with program details.

We congratulate you and look forward to continuing to work together to make West Virginia a better place for us all. If you need to contact Ms. Adams, she can be reached at (304) 399-5844 or by email at Sherry.L.Adams@usace.army.mil.

Sincerely,

Dana R. Hurst
Colonel, Corps of Engineers
District Engineer

Randolph County Commission



Commissioners

Voras K. Haynes

Julia L. P. Elbon

Michael M. Taylor

September 16, 2008

City of Harman
Harman, WV 26270

Dear Mr. Teter:

The Randolph County Commission will provide the town of Harman with a check for Twenty four thousand three hundred thirty two dollars (\$24,332) to complete the Harman Sewer Septic Improvement Project.

We are glad to be of assistance in the completion of this very important project for you and our county.

Sincerely,

A handwritten signature in cursive script, appearing to read "Voras Haynes".

Voras Haynes



State of West Virginia
Joe Manchin III
Governor

Office of the Governor
State Capital
1900 Kanawha Boulevard, East
Charleston, WV 25305

Telephone: (304) 558-2000
Toll Free: 1-888-438-2731
FAX: (304) 342-7025
www.wv.gov.org

October 8, 2008

The Honorable Jerry Teter
Mayor
Town of Harman
Post Office Box 125
Harman, West Virginia 26270

Dear Mayor Teter:

Thank you for your fiscal year 2007 application to the Local Economic Development Assistance Grant Program.

I, along with Senator Helmick, am pleased to approve your request in the amount of \$133,200. These funds will enable you to assist in the construction of a new wastewater treatment and collection system for the Town of Harman.

The West Virginia Development Office, Community Development staff, will contact you to complete the necessary contract in order to proceed with your project.

I am pleased to work with you to make this improvement a reality for the citizens of the Town of Harman.

With warmest regards,

A handwritten signature in black ink, appearing to read "Joe Manchin III".

Joe Manchin III
Governor

JM:kwd

Project Number: 07LEDA0506ND