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MAY 28 1986
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May 23. 1986

Mr. R. Witter Hallan, Executive Director
Municipal Bond Commission
Suite 337, Building 3
State Capitol Complex
Charleston, WV 25305

Subject: Mineral Wells Public Service District
Sewer Project

Dear Mr. Hallan:

At the request of counsel for the Water Development Authority, the Mineral Wells Public Service District recently amended the bond resolution which it adopted on November 25, 1985, and which was enclosed in a transcript entitled "Mineral Wells Public Service District 1985 Sewage System Revenue Bonds" which we sent you at the time of the closing.

I enclose a copy of the amendatory bond resolution.

Sincerely,

Howard E. Seufer, Jr.

Howard E. Seufer, Jr.

HES/yp
Enclosure
Copy: Mr. Randy Law, Commercial Banking and Trust Company w/enc.
Mineral Wells Public Service District

3407S

COPY

MINERAL WELLS PUBLIC SERVICE DISTRICT
AMENDATORY BOND RESOLUTION

A Resolution amending a resolution entitled "A Resolution authorizing the construction and acquisition of certain public service properties for the collection, treatment, purification and disposal of liquid or solid wastes, sewage and industrial wastes in the Mineral Wells Public Service District, Wood County, West Virginia, and the financing of the cost, not otherwise provided therefor, through the issuance by the Mineral Wells Public Service District of $1,774,000 in aggregate principal amount of Sewerage System Revenue Bonds, Series A and Series B; providing for the rights and remedies of and security for the holders of such Sewerage System Revenue Bonds; authorizing the sale of such Sewerage System Revenue Bonds to the West Virginia Water Development Authority; and adopting other provisions relating thereto," adopted by the Public Service Board of the Mineral Wells Public Service District on November 25, 1985, to conform more closely to the Loan Agreement and the Supplemental Loan Agreement, both dated November 25, 1985, with the West Virginia Water Development Authority.

WHEREAS, pursuant to a resolution entitled "A Resolution authorizing the construction and acquisition of certain public service properties for the collection, treatment, purification and disposal of liquid or solid wastes, sewage and industrial wastes in the Mineral Wells Public Service District, Wood County, West Virginia, and the financing of the cost, not otherwise provided therefor, through the issuance by the Mineral Wells Public Service District of $1,774,000 in aggregate principal amount of Sewerage System Revenue Bonds, Series A and Series B; providing for the rights and remedies of and security for the holders of such Sewerage System Revenue Bonds; authorizing the sale of such Sewerage System Revenue Bonds to the West Virginia Water Development Authority; and adopting other provisions relating thereto" (the "Original Resolution"), adopted by the Public Service Board (the "Board") of the Mineral Wells Public Service District (the "District") on November 25, 1985, and, respectively, a Loan Agreement dated November 25, 1985 (the "Loan Agreement"), with the West Virginia Water Development Authority (the "Authority") and a Supplemental Loan Agreement dated November 25, 1985 (the "Supplemental Loan Agreement"), with the Authority, the District issued to the Authority its Sewerage System Revenue Bond, Series A, dated December 1, 1985, in the principal amount of $1,184,375, and its Sewerage System Revenue Bond, Series B, dated December 1, 1985, in the principal amount of $589,625;

WHEREAS, the Loan Agreement and the Supplemental Loan Agreement required that the Original Resolution contain provisions and covenants substantially as set forth therein;

WHEREAS, it is in the best interests of the District that the Original Resolution be amended to conform more closely to the provisions and covenants set forth in the Loan Agreement and the Supplemental Loan Agreement; and

WHEREAS, the Loan Agreement and the Supplemental Loan Agreement constitute the prior written consent to said amendments required by Section 9.01 of the Original Resolution;

NOW, THEREFORE, the Public Service Board of the Mineral Wells Public Service District hereby adopts and orders:

Section 1. Subsection 4.01(A) of the Original Resolution is hereby amended and re-adopted to read as follows:

> A. The Gross Revenues from the operation of the System shall be deposited upon receipt in a bank or national banking association located in the State, eligible under the laws of the State to receive deposits of State and municipal funds and insured by FDIC, which may, but need not, be the Depository Bank, in a special fund, to be designated the "Mineral Wells Public Service District Sewerage System Revenue Fund." The Revenue Fund shall constitute a trust fund for the purposes provided in this Resolution and shall be kept separate and distinct from all other funds of said bank or national banking association or of the District and used solely for the purposes and in the manner herein provided. All revenues on deposit in the Revenue Fund shall first each month be used to pay all reasonable Operating Expenses of the System. Thereafter, disbursements shall be made from the Revenue Fund in the order and priority set forth in Subsections B, C, D and E of this Section 4.01 and shall be used only for the purposes and in the manner herein provided.

Section 2. Subsections 4.01(C) through (F) of the Original Resolution are hereby amended and re-adopted to read as follows:

> C. On the first day of each month, beginning with the first month in which interest shall be payable from the Revenue Fund, the District shall apportion and set apart out of the Revenue Fund and transfer to a bank or national banking association located in the State, eligible under the laws of the State to receive

deposits of State and municipal funds and insured by FDIC, which may, but need not, be the Depository Bank, for deposit in a special fund to be designated the "Mineral Wells Public Service District Sewerage System Renewal and Replacement Fund," which fund is hereby established and created, a sum equal to 2-1/2% of Gross Revenues, less any amount transferred to the Reserve Account, received during the previous month. All funds in the Renewal and Replacement Fund shall be kept separate and distinct from all other funds of the District and the Depository Bank.

Withdrawals and disbursements from the Renewal and Replacement Fund shall be made by the District only for the following purposes and in the following order of priority:

(1) For the payment of the then payable principal of, premium, if any, and interest on the Series A Bonds if there are not sufficient funds therefor in the Sinking Fund (including the Reserve Account and the Capitalized Interest Account);

(2) To make up any deficiency in the Reserve Account (so that the amount on deposit therein is at least equal to the Reserve Account Requirement), subject to the provisions of Section 4.01; and

(3) For the payment of the reasonable costs of replacements, emergency repairs, improvements or extensions to the System.

D. The District shall restore any withdrawals from the Reserve Account which have the effect of reducing the value of the funds therein below the Reserve Account Requirement, first from moneys then remaining in the Revenue Fund and next from funds deposited in the Renewal and Replacement Fund and then from the first Revenues available after all required deposits to the Sinking Fund, including deposits in respect of deficiencies for prior deposits, have been made in full; provided, that the District shall not be required to restore any withdrawal when the sum in the Sinking Fund and all accounts therein of cash, Government Obligations and interest to be earned on such Government Obligations, without reinvestment, is at least equal to the aggregate principal amount of Bonds then Outstanding plus the amount of interest due or thereafter to become due thereon.

E. (1) On the first day of each month, beginning on the first day of that month which is 13 months prior to the first principal payment date of the Series B Bond, the District shall apportion and set apart out of the Revenue Fund and remit to the Bond Commission for deposit in the Series B Sinking Fund, a sum equal to one-twelfth of the amount of principal which will mature and become due on the Series B Bond on the next ensuing principal payment date; provided, that "next ensuing principal payment date" shall not refer to the principal payment date on which any such deposit is made.

(2) The District shall next, from the Revenue Fund, remit to the Bond Commission for deposit in an account to be designated the "Sewerage System Revenue Series B Bond Reserve Account," which is hereby created and established in said Sinking Fund, on the first day of each month of each year, beginning with and including the month in which the payments required by Section 4.01 B (1) are commenced, an amount equal to 1/12th of 1/10th of the Series B Bond Reserve Account Requirement; provided that no further payments shall be made into the Series B Bond 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 B Bond Reserve Account Requirement.

Moneys in the Series B Bond Reserve Account shall be used only for the purpose of paying the principal of the Series B Bond, as the same shall come due, when other moneys in the Series B Sinking Fund are insufficient therefor, and for no other purpose.

Any withdrawals from the Series B Bond Reserve Account shall be subsequently restored from the first revenue available after all required payments to the Sinking Fund, Series A Bond Reserve Account, Renewal and Replacement Fund, Series B Sinking Fund and Series B Bond Reserve Account, including any deficiencies for prior payments, have been made in full.

F. On such dates as the Bond Commission shall require, the District shall remit to the Bond Commission such additional sums from the Revenue Fund as shall be necessary to pay the fiscal agency charges due for paying the Bonds and the interest thereon.

Pending such application, moneys in the Revenue Fund shall be invested in accordance with Article VIII hereof.

Moneys on deposit in the respective Sinking Fund shall be used only for the purposes of paying the principal of and the interest on the Bonds as the same shall become due.

The District shall not be required to make further deposits into the Sinking Fund and the Series A Reserve Account therein and the Series B Sinking Fund and Series B Bond Reserve Account therein when the sum in the respective Sinking Fund and Reserve Account therein of cash, Government Obligations and interest to be earned on such Government Obligations, without reinvestment, is at least equal to the respective aggregate principal amount of Bonds then Outstanding plus the amount of interest due or thereafter to become due thereon.

As and when additional Bonds are issued, provision shall be made for additional deposits into the respective Sinking Fund sufficient to pay the interest on such additional Bonds and accomplish retirement thereof at or before maturity.

Deposits into the respective Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday,Sunday or legal holiday, then such deposit shall be made on the next succeeding business day. All such deposits shall be remitted to the Bond Commission with appropriate instructions, consistent with the provisions of this Resolution, as to the custody, use and application of the funds deposited.

G. Whenever all the required transfers and deposits from the Revenue Fund have been made and there remains on deposit in the Revenue Fund an amount exceeding the amounts estimated to be required to be paid for Operating Expenses during the then current Fiscal Year and the next ensuing Fiscal Year, as determined by resolution of the Board, such excess may be transferred to the Renewal and Replacement Fund or used for any lawful purpose, including payment on other obligations junior, subordinate and inferior to the Series A Bonds, as directed by the Board.

H. If on any payment date Gross Revenues are insufficient to make the transfers and deposits

hereinabove provided, the deficient transfer or deposit shall be corrected on the next ensuing payment date by payments in addition to the payments otherwise required to be made on such payment date.

I. The Bond Commission hereby is designated as the fiscal agent for the administration of the respective Sinking Funds. All amounts to be deposited into the Sinking Funds shall be remitted by the District to the Bond Commission, as provided herein. All such remittances shall identify clearly the fund or account into which such remittance is to be deposited.

J. Funds on deposit in the Revenue Fund and the Renewal and Replacement Fund in excess of the amount insured by the FDIC shall be secured at all times to the full extent of such excess by such Qualified Investments as are eligible under the laws of the State to secure deposits of municipal funds.

Section 3. Section 5.04 of the Original Resolution is hereby amended and re-adopted to read as follows:

Section 5.04. Rates. Just and equitable rates and charges for the use of and the service rendered by the System shall be established, all in the manner and form required by law, and copies of such rates and charges so fixed and established at all times shall be kept on file in the offices of the District, open to inspection by all interested parties. The schedule of rates and charges shall produce in each year Gross Revenues sufficient to make the required payments into the funds and accounts created hereunder and to pay Operating Expenses. Such schedule 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 District hereby covenants and agrees that it will fix, establish and collect rates and charges which always shall provide Net Revenues equal to not less than one hundred fifteen percent (115%) of the maximum annual amount required to pay the interest and principal as the same become due and accomplish retirement of all Bonds, or other obligations for the payment of which Net Revenues have or shall have been pledged, charged or otherwise encumbered, provided, however, that so long as there is on deposit in the

Reserve Account in the Sinking Fund established by Section 4.01 an amount equal to the Reserve Account Requirement and in the Series B Bond Reserve Account in the Series B Sinking Fund an amount equal to the Series B Bond Reserve Account Requirement, the foregoing percentage may be adjusted by the District to 110%.

Section 4. The Original Resolution as so amended is hereby re-adopted, confirmed and ratified.

Section 5. The secretary of the Board is hereby authorized and directed to submit an executed original or a certified copy of this Amendatory Resolution to the Authority.

Section 6. This Amendatory Resolution shall take effect immediately upon its adoption.

Adopted this 19th day of May, 1986.

MINERAL WELLS PUBLIC SERVICE DISTRICT.

Chairman, Public Service Board

Member, Public Service Board

Member, Public Service District

MINERAL WELLS PUBLIC SERVICE DISTRICT
Sewerage System Revenue Bonds,
1985 Series A and Series B

1. Closing Certificate

2. Receipt for Series A Bond, Series B Bond and Transcript

3. Opinion of Bond Counsel

4. Opinion of Local Counsel with Public Service Commission Orders Attached

5. Engineer's Certificate

6. Accountant's Certificate

7. County Commission Orders and Affidavit of Notice Regarding Creation of District

8. County Commission Orders and Affidavit of Notice Regarding Expansion of District

9. Appointment of Board Members and Oaths of Office

10. Bylaws Governing the Public Service Board

11. Minutes of Organizational Meeting - 1985

12. Environmental Protection Agency Grant Papers

13. Application for a Construction Loan

14. Water Development Authority Committment Letter

15. Amended Application for a Construction Loan

16. Loan Agreement

17. Supplemental Loan Agreement

18. Bond Resolution

19. Specimen Bonds

20. Water Development Authority Assignment to Kanawha Valley Bank; Water Development Authority Certificate to Kanawha Valley Bank

21. Water Development Authority Invoices for Payment

22. Receipt for Series B Bond Proceeds

2700S

MINERAL WELLS PUBLIC SERVICE DISTRICT

GENERAL CERTIFICATE

The undersigned Chairman and Secretary of Mineral Wells Public Service District, a public corporation organized and existing under the laws of, and a political subdivision of, the State of West Virginia (the "District"), hereby certify this 2nd day of December, 1985, with respect to the sale and delivery this date by the District of its $1,774,000 Sewerage System Revenue Bonds, 1985 Series A and Series B (the "Bonds"), as follows:

1. The District has duly performed all of its obligations to be performed at or prior to the Closing and each of its representations and warranties contained in the loan agreement authorized by the District on November 25, 1985, between the District and the West Virginia Water Development Authority (the "Authority") (the "Loan Agreement"), the supplemental loan agreement authorized by the District on November 25, 1985, between the District and the Authority (the "Supplemental Loan Agreement"), and the bond resolution enacted by the District on November 25, 1985 (the "Resolution") are true as of Closing.

2. The District has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Loan Agreement, the Supplemental Loan Agreement, the Resolution, the Bonds, and any and all such other agreements and documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to and consummate the transactions contemplated by the Loan Agreement and the Supplemental Loan Agreement.

3. There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body pending or, to the District's knowledge, threatened against or affecting the District (or to the District's knowledge, any basis therefor), contesting the valid existence of the District, the right and power of the District to issue and sell the Bonds as provided in the Loan Agreement and the Supplemental Loan Agreement, or the right of the District to use the proceeds of the Bonds for the purposes set forth in the Loan Agreement, the Supplemental Loan Agreement, and the Resolution.

4. The execution, delivery, receipt and due performance of the Loan Agreement, the Supplemental Loan Agreement, the Resolution, the Bonds, and any other agreements contemplated by the Loan Agreement and the Supplemental Loan

Agreement under the circumstances contemplated thereby and the District's compliance with the provisions thereof will not conflict with or constitute on the District's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease, or other instrument to which the District is subject or by which the District is or may be bound.

5. Delivered herewith is a true, correct and complete copy of the order creating the District which has been amended but once, a true copy of which said amendment is also delivered herewith. The order creating the District, as so amended, is in full force and effect on the date hereof.

6. Delivered herewith is a true, correct and complete copy of the Resolution which was duly adopted at a public meeting of the District duly convened pursuant to public notice thereof given in accordance with all requirements of law and rules and procedures of the District. The Resolution has been duly recorded in the minutes of the District. The Resolution has not been amended, modified or rescinded and is in full force and effect on the date hereof.

7. All of the members and officers of the Public Service Board of the District are as set forth below. Each of said officers and members are duly qualified, elected and acting as such.

Name	Office	Date of Commencement Of Office	Date of Termination Of Office
Roy L. Radabaugh	Chairman	March 1985	March 1987
Carl E. Carney	Secretary	November 1983	November 1989
Charles M. Stewart, Jr.	Treasurer	March 1985	March 1991

8. Neither of the undersigned, nor to the best knowledge of the undersigned, any member of the District, has any substantial financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any of the transactions contemplated by the Loan Agreement, the Supplemental Loan Agreement or in any contract pertaining thereto.

9. The Bonds delivered at the Closing were duly executed on behalf of the District and were duly attested on behalf of the District by the genuine signature of Roy L.

Radabaugh, as Chairman; the seal of the District imprinted on the bonds is the true corporate and common seal of the District; the Bonds so delivered this date are in substantially the same form as the form approved by the Resolution; and the specimen bonds which are delivered herewith are true and correct specimens of the Bonds.

10. The Resolution, the Loan Agreement, and the Supplemental Loan Agreement have been duly executed and delivered on behalf of the District by Roy L. Radabaugh, as Chairman; the seal of the District as affixed thereto is the true corporate and common seal of the District; the Loan Agreement and the Supplemental Loan Agreement have been attested to, as required, by Carl E. Carney, as Secretary; the signatures of said officers on each of the foregoing instruments are their respective genuine signatures; and said instruments are in substantially the same forms as those approved by the Resolution.

11. The undersigned, on behalf of the District, request and authorize Commercial Banking & Trust Company, a State banking corporation, as Registrar under the Resolution, to authenticate and deliver to the Authority the Bonds immediately upon receipt of payment therefor.

12. The duly appointed and acting Attorney for the District is William R. Pfalzgraf, Esquire, Davis, Bailey, Pfalzgraf & Hall, of Parkersburg, West Virginia.

All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Resolution.

IN WITNESS WHEREOF, we hereunto have set our respective signatures as such officers and have affixed the seal of the District on the date first written above.

MINERAL WELLS PUBLIC
SERVICE DISTRICT

By: Roy L. Radabaugh
Roy L. Radabaugh,
Chairman

And: Carl E. Carney
Carl E. Carney, Secretary

2704S

MINERAL WELLS PUBLIC SERVICE DISTRICT

Sewerage System Revenue Bonds,
Series A and Series B

RECEIPT FOR SERIES A BOND, SERIES B BOND
AND TRANSCRIPT

The undersigned, for the West Virginia Water Development Authority, hereby certifies as follows:

1. On the 2nd day of December, 1985, at Dunbar, West Virginia, the undersigned received from Mineral Wells Public Service District (the "District") Sewerage System Revenue Bond Series A No. R-1 (the "Series A Bond"), in the principal amount of $1,184,375, dated as of the date hereof, bearing interest at the rate of 9.75% per annum, payable in monthly installments as stated in the Series A Bond.

2. On the 2nd day of December, 1985, at Dunbar, West Virginia, the undersigned received from Mineral Wells Public Service District (the "District") Sewerage System Revenue Bond Series B No. SR-1 (the "Series B Bond"), in the principal amount of $589,625, dated as of the date hereof, bearing no interest, payable in monthly installments as stated in the Series B Bond.

3. At the time of such receipt, the Series A Bond and the Series B Bond have been executed and sealed by the designated officials of the Public Service Board of the District.

4. At the time of such receipt, there was paid to the District the sum of $1,184,375, being the entire principal amount of the Series A Bond, the undersigned having advised the District that the sum of $589,625, being the entire principal amount of the Series B Bond, would be paid to the District only after the requisition for and payment thereof had been approved by the necessary offices of State government.

5. At the time of such receipt, there was also received by the undersigned a set of Bond Transcript documents.

WITNESS my signature on the 2nd day of December, 1985.

Edna N. Henry

West Virginia Water Development
Authority

2702S

DAVIS, BAILEY, PFALZGRAF & HALL
ATTORNEYS AT LAW
601 AVERY STREET
POST OFFICE BOX 48
PARKERSBURG, WEST VIRGINIA 26102-0048

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HOWARD E. SEUFER, JR.

LINDA B. McCORMICK
WILLIAM L. BALLARD
J. MICHAEL WEBER

TELEPHONE
AREA CODE 304
485-8500

December 2, 1985

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Gentlemen:

We are bond counsel to Mineral Wells Public Service District (the "District"), a public corporation and political subdivision of the State of West Virginia.

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement, dated November 25, 1985 (the "Loan Agreement"), between the District and the West Virginia Water Development Authority (the "Authority") (ii) the authorization of a supplemental loan agreement, dated November 25, 1985, (the "Supplemental Loan Agreement"), between the District and the Authority, and (iii) the issue of two series of revenue bonds of the District, dated December 1, 1985 (the "Sewerage System Revenue Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement and the Supplemental Loan Agreement.

The Sewerage System Revenue Bonds, Series A, are in the principal amount of $1,184,375.00, issued in the form of one bond registered as to principal and interest to the Authority, with interest payable April 1 and October 1 of each year, beginning April 1, 1986, at the respective rate or rates and with principal payable in installments on October 1 in each of the years, all as follows:

Year	Installment	Interest Rate
1986	0.00	9.75%
1987	0.00	9.75%
1988	3,467.00	9.75%

1989	3,805.00	9.75%
1990	4,176.00	9.75%
1991	4,583.00	9.75%
1992	5,030.00	9.75%
1993	5,521.00	9.75%
1994	6,059.00	9.75%
1995	6,650.00	9.75%
1996	7,298.00	9.75%
1997	8,010.00	9.75%
1998	8,791.00	9.75%
1999	9,648.00	9.75%
2000	10,588.00	9.75%
2001	11,621.00	9.75%
2002	12,754.00	9.75%
2003	13,997.00	9.75%
2004	15,362.00	9.75%
2005	16,860.00	9.75%
2006	18,503.00	9.75%
2007	20,307.00	9.75%
2008	22,287.00	9.75%
2009	24,460.00	9.75%
2010	26,845.00	9.75%
2011	29,463.00	9.75%
2012	32,335.00	9.75%
2013	35,488.00	9.75%
2014	38,948.00	9.75%
2015	42,746.00	9.75%
2016	46,913.00	9.75%
2017	51,487.00	9.75%
2018	56,507.00	9.75%
2019	62,017.00	9.75%
2020	68,064.00	9.75%
2021	74,700.00	9.75%
2022	81,983.00	9.75%
2023	89,976.00	9.75%
2024	98,749.00	9.75%
2025	108,377.00	9.75%

The Sewerage System Revenue Bonds, Series B, are in the principal amount of $589,625, issued in the form of one bond registered as to principal to the Authority, without interest thereon, with principal payable in installments on October 1 in each of the years, as follows:

Year	Installment
1986	0.00
1987	0.00
1988	15,516.72
1989	15,516.44
1990	15,516.44
1991	15,516.44
1992	15,516.44
1993	15,516.44
1994	15,516.44
1995	15,516.44
1996	15,516.44
1997	15,516.44
1998	15,516.44
1999	15,516.44
2000	15,516.44
2001	15,516.44
2002	15,516.44
2003	15,516.44
2004	15,516.44
2005	15,516.44
2006	15,516.44
2007	15,516.44
2008	15,516.44
2009	15,516.44
2010	15,516.44
2011	15,516.44
2012	15,516.44
2013	15,516.44
2014	15,516.44
2015	15,516.44
2016	15,516.44
2017	15,516.44
2018	15,516.44
2019	15,516.44
2020	15,516.44
2021	15,516.44
2022	15,516.44
2023	15,516.44
2024	15,516.44
2025	15,516.44

The Supplemental Loan Agreement is supplemental to the Loan Agreement. The Sewerage System Revenue Bonds, Series B, are junior, subordinate and inferior as to lien and source of and security for payment to the Sewerage System Revenue Bonds, Series A.

The Sewerage System Revenue Bonds are issued for the purpose of financing the construction and acquisition of the Project as described in the Resolution (hereinafter defined) and paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act"), under which the Sewerage System Revenue Bonds are issued, as well as the Loan Agreement and the Supplemental Loan Agreement that have been undertaken, including all schedules and exhibits to the Loan Agreement and the Supplemental Loan Agreement. The Sewerage System Revenue Bonds have been authorized by a bond resolution or supplemental resolution (the "Resolution") duly enacted by the District, which contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement and in Section 4.1 of the Supplemental Loan Agreement. The Sewerage System Revenue 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 Resolution, the Loan Agreement, and the Supplemental 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 and the Supplemental Loan Agreement have been duly authorized by and executed on behalf of the District and are valid and binding special obligations of the District enforceable in accordance with the terms thereof.

2. The Loan Agreement and the Supplemental Loan Agreement inure 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 District without the consent of the Authority.

3. The District is a duly organized and presently existing public corporation and political subdivision of the State of West Virginia, with full power and authority to construct and acquire the Project and to operate and maintain the System referred to in the Loan Agreement and the Supplemental Loan Agreement and to issue and sell the Sewerage System Revenue Bonds, all under the Act and other applicable provisions of law.

4. The District has legally and effectively enacted the Resolution and all other necessary measures in connection with the issuance and sale of the Sewerage System Revenue Bonds.

5. The Sewerage System Revenue Bonds, Series A, are valid and legally enforceable special obligations of the District, payable from the net revenues of the System referred to in the Resolution and secured by a first lien on and pledge of the net revenues of said System, all in accordance with the terms of the Sewerage System Revenue Bonds and the Resolution, and have been duly issued and delivered to the Authority.

6. The Sewerage System Revenue Bonds, Series B, are valid and legally enforceable special obligations of the District, payable from the net revenues of the System referred to in the Resolution and secured by a lien on and pledge of the net revenues of said System, all in accordance with the terms of the Sewerage System Revenue Bonds, Series B, and the Resolution, and have been duly issued and delivered to the Authority. Said lien and pledge are junior, subordinate and inferior to that created for the Sewerage System Revenue Bonds, Series A.

7. The Sewerage System Revenue Bonds are, by statute, exempt from personal property taxes imposed by the State of West Virginia and its political subdivisions, and the interest on the Bonds is exempt from personal income taxes imposed directly thereon by the State of West Virginia, and under existing statutes and court decisions of the United States of America, as presently written and applied, the interest on the Sewerage System Revenue Bonds is exempt from federal income taxation.

No opinion is given herein as to the enforceability of remedies with respect to the Sewerage System Revenue Bonds

under any applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights.

We have examined executed Sewerage System Revenue Bonds numbered R-1 and SR-1, and in our opinion the form of said bonds and their execution and authentication are regular and proper.

Very truly yours,

DAVIS, BAILEY, PFALZGRAF & HALL,

By: _____
Howard E. Seufer, Jr.
Partner

2677S

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RICHARD A. HAYHURST
WILLIAM A. TRAINER
HOWARD E. SEUFER, JR.

LINDA B. McCORMICK
WILLIAM L. BALLARD
J. MICHAEL WEBER

TELEPHONE
AREA CODE 304
485-8500

December 2, 1985

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Gentlemen:

We are local counsel to Mineral Wells Public Service District (the "District"), a public corporation and political subdivision of the State of West Virginia.

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement, dated November 25, 1985 (the "Loan Agreement"), between the District and the West Virginia Water Development Authority (the "Authority"), (ii) the authorization of a supplemental loan agreement, dated November 25, 1985, (the "Supplemental Loan Agreement"), between the District and the Authority, and (iii) the issue of two series of revenue bonds of the District, dated December 1, 1985 (the "Sewerage System Revenue Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement and the Supplemental Loan Agreement.

Section 3.1(e) of the Loan Agreement and Section 3.1(e) of the Supplemental Loan Agreement require that the District shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") necessary for the issuance of the Sewerage System Revenue Bonds, for the construction of the Project as described in a bond resolution or supplemental resolution (the "Resolution") duly enacted by the District, and for the imposition of rates and charges, and that the District shall have taken any other action required for the imposition of such rates and charges upon completion of construction of the Project.

We were counsel for the District in connection with the District's application for, and receipt of, the requisite approvals from the PSC and are of the opinion as follows:

1. By its final order entered June 19, 1985, in Case No. 84-889-S-CN and styled "MINERAL WELLS PUBLIC SERVICE DISTRICT, a public utility, Mineralwells, Wood County. Application for a certificate of convenience and necessity to construct, operate and maintain a sanitary sewer system to serve portions of Slate, Steele and Tygart Magisterial Districts, Wood County, and for approval of rates and charges and financing for the proposed sanitary sewer system," the PSC granted the District all orders and approvals necessary for the issuance of the Sewerage System Revenue Bonds, construction of the Project, and imposition of rates and charges. A true copy of the PSC's final order is annexed hereto, as is a true copy of the Hearing Examiner's Decision to which the PSC's final order refers.

2. The said order of June 19, 1985, grants the District a certificate of convenience and necessity to construct, operate and maintain the Project, contingent upon five conditions, all of which have been satisfied, to-wit:

a. The order requires that construction bids, including any adjustment of minimum wage payments, fall within the Project estimates submitted to the PSC. We have reviewed said bids and are of the opinion that they meet said condition.

b. The order requires that the spread between the coupon and investment interest rates on the interim financing at the time of issuance be no less than 325 basis points. The District has dispensed with interim financing and, for that reason, we are of the opinion that this contingency to the grant of a certificate of convenience and necessity has been removed.

c. The order requires that the investment banker and counsel stipulate that certain GANS issuance fees not be paid until the 31st month of the Project period and only if there is cash available and all other Project costs have been paid in full. The District has dispensed with GANS interim financing and, for that

reason, we are of the opinion that this contingency to the grant of a certificate of convenience and necessity has been removed.

d. The order requires that the trust indenture treat the GANS issuance fees in accordance with the foregoing contingency. The District has dispensed with GANS interim financing and, for that reason, we are of the opinion that this contingency to the grant of a certificate of convenience and necessity has been removed.

e. The order requires that the District, bond counsel, and investment banker review compensation agreements between all parties and be certain that issue sizing and tax status are not affected by the agreements. Especially in view of the elimination of GANS interim financing, we are of the opinion that this contingency, too, has been satisfied.

3. Annexed to the said Hearing Examiner's Decision as Appendix A are the rates and charges which the District may impose upon completion of construction of the Project. No opinion is given herein as to the likelihood that the PSC might review the aforesaid rates and charges prior to the imposition thereof and, in accordance with any applicable provision of law, cause them to be revised.

4. The period for appeal from the aforesaid final order of the PSC has expired. Only one petition for an appeal from, suspension and review of said order was filed with the Supreme Court of Appeals of West Virginia, which said petition was denied by order of the Supreme Court of Appeals of West Virginia entered on September 24, 1985.

Very truly yours,

DAVIS, BAILEY, PFALZGRAF & HALL,

By: _____
Howard E. Seufer, Jr.
Partner

2680S

MINERAL WELLS PUBLIC SERVICE DISTRICT

Aggregate $1,774,000
Sewerage System Revenue Bonds

ENGINEER'S CERTIFICATE

I, D. E. Cerrone, Registered Professional Engineer, West Virginia License No. [illegible] of Cerrone & Vaughn, Inc., consulting engineers, Wheeling, West Virginia, hereby certify as follows:

1. My firm is consulting engineer for the construction and acquisition of a wastewater treatment/collection project (the "Project") for the Mineral Wells Public Service District (the "District"), Wood County, West Virginia being financed in part from the proceeds of the above-captioned bonds (the "Bonds").

2. My firm prepared the "Application for Construction Loan" (the "Application") and the "Amended Application for Construction Loan" (the "Amended Application") heretofore submitted by the District to the West Virginia Water Development Authority (the "Authority") in connection with the issuance of the Bonds.

3. I have reviewed the bids received by the District for the construction of the Project. The bids are in an amount and otherwise compatible with the plan of financing described in the Application and the Amended Application.

4. The District has already obtained all permits required by the laws of West Virginia and the federal government necessary for the construction of the Project.

5. To the best of my knowledge and belief, the net proceeds of the Local Bonds as provided for in that certain loan agreement dated November 25, 1985, entered into by and between the Authority and the District (the "Loan Agreement"), plus the net proceeds of the supplemental bonds provided for in that certain supplemental loan agreement dated November 25, 1985, entered into by and between the Authority and the District (the "Supplemental Loan Agreement"), plus the proceeds of that certain Environmental Protection Agency grant in the amount of $5,185,580, plus the proceeds of that certain Authority grant in the amount of $683,965, and all other moneys on deposit or to be deposited and irrevocably pledged thereto, shall be sufficient to pay the costs of the construction and acquisition of the Project as set forth in the Application and the Amended Application.

6. I understand that this certificate is being given to the Authority to comply with Sections 3.1(c), 3.1(d) and 3.1(g) of the Loan Agreement and the Supplemental Loan Agreement.

WITNESS my signature on this 2nd day of December, 1985.

CERRONE & VAUGHN, INC.

By: D. E. Cerrone

D. E. Cerrone

2681S

Harman, Thompson & Mallory
Certified Public Accountants

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Gentlemen:

MINERAL WELLS PUBLIC SERVICE DISTRICT

Aggregate $1,774,000
Sewerage System Revenue Bonds

ACCOUNTANT'S CERTIFICATE

Harman, Thompson & Mallory, CPA's, Parkersburg, West Virginia hereby certify as follows:

1. We are the accountant for the construction and acquisition of a wastewater treatment/collection project (the "Project") for the Mineral Wells Public Service District (the "District"), Wood County, West Virginia being financed in part from the proceeds of the above-captioned bonds (the "Bonds").

2. We have reviewed the rates and charges approved by final order of the Public Service Commission of West Virginia dated June 19, 1985 (the "PSC Order"). We have also reviewed the provisions of Subsection 4.1(b)(ii) of both that certain loan agreement dated November 25, 1985, entered into by and between the West Virginia Water Development Authority (the "Authority") and the District (the "Loan Agreement"), and that certain supplemental loan agreement dated November 25, 1985, entered into by and between the Authority and the District (the "Supplemental Loan Agreement"). To the best of our knowledge and belief, the rates and charges contained in the PSC Order are sufficient to comply with Subsection 4.2(b)(ii) of the Loan Agreement and the Supplemental Loan Agreement.

3. We understand that this certificate is being given to the Authority to comply with Section 3.1(f) of the Loan Agreement and the Supplemental Loan Agreement.

Harman Thompson Mallory

Parkersburg, West Virginia
December 2, 1985

TOWNE SQUARE, P.O. BOX 148, PARKERSBURG, WEST VIRGINIA 26102 304/485-6584

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

I, H. K. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcript and copy of IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT

as the same appears of record in my said Office in Court Order Book #32, Page 172

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 29th day of November, 19 85.

H. K. SMITH

CLERK WOOD COUNTY COMMISSION

By: Pauline Eaton
Deputy

IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT

O R D E R

On the 23rd day of March, 1967, this matter came upon again to be heard, this Court having heretofore on February 25, 1967, fixed this date for a public hearing on the creation of the proposed Mineral Wells Public Service District and having provided in the said Order that all persons residing in or owning or having any interest in property in the said proposed public service district might appear before the County Court at this hearing and have an opportunity to be heard for and against the creation of the said public service district.

It appearing to the Court from the certificate of the publisher thereof that notice of this hearing was duly published as required by Chapter 16, Article 13a of the Code of West Virginia, 1931, as amended, which said certificate is hereby ORDERED to be filed herein, and it further appearing to the Court that all interested persons have been afforded an opportunity of being heard for and against the creation of the said district and it further appearing to the Court that no written protests have been filed by any qualified voters registered and residing within the said proposed public service district, the Court did proceed to hear and consider testimony and evidence relating to the feasibility of the creation of the said public service district from all of which the Court does find that it is feasible and desirable to create the proposed Mineral Wells Public Service District and that the construction and acquisition and maintenance, operation and improvement of the public service properties by the proposed public service district will be conducive to the perservation of public health and convenience within the area of the proposed public service district hereinafter described. It is accordingly ORDERED as follows:

1. That a public service district within Wood County, West Virginia, is hereby created and said district shall have following boundaries:

BEGINNING at a point in the county division line between Wood County and Wirt County, at Latitude North 39° 07' 37" and Longitude West 81° 26' 12", and running thence with said county line South 49° 00' West 0.5 mile to Latitude North 39° 07' 21" and Longitude West 81° 26' 39"; thence leaving the county line and running North 36° 00' West 3.2 miles to a point in West Virginia Secondary Route 14/5 at Latitude North 39° 09' 34" and Longitude West 81° 28' 42"; North 61° 10' West 2.8 miles to Latitude North 39° 10' 44" and Longitude West 81° 31' 29"; South 18° 52 West 1.65 miles to the intersection of West Virginia Routes 40 and 40/2 at Latitude North 39° 09' 23" and Longitude West 81° 32' 09"; West 0.9 mile (Crossing Interstate 77 at 0.6 mile) to Latitude North 39° 09' 23" and Longitude West 81° 33' 07"; North 2.65 miles to Latitude North 39° 11' 40" and Longitude West 81° 33' 07"; North 46° 48' East 1.45 miles to Latitude North 39° 12' 32" and Longitude West 81° 31' 55"; South 49° 45' East 3.15 miles (Crossing Interstate 77 at 0.66mile) to Latitude North 39° 10' 47" and Longitude West 81° 28' 44"; South 36° 00' East 4.53 miles to the beginning, containing 9.55 square miles in the Slate and Tygart Magisterial Districts of Wood County, West Virginia, which said proposed public service district is shown and delineated upon a plat prepared by J. H. Milam, Inc., consulting engineers, and dated April 12, 1966.

2. That said public service district so created shall have the name and corporate title of Mineral Wells Public Service District and shall constitute a public corporation and political subdivision of the State of West Virginia having all of the rights, powers and duties conferred upon public service districts by the laws of the State of West Virginia and particularly by Chapter 16, Article 13a of the Code of West Virginia, 1931, as amended.

THE COUNTY COURT OF WOOD COUNTY
by s/Harry C. Nicely, President

Notice is hereby given that a legally sufficient petition has been filed with the Clerk of the County Court of Wood County, West Virginia, and has been presented to the County Court of Wood County, West Virginia, for the creation of a public service district in Tygart and Slate Magisterial Districts of Wood County, West Virginia, pursuant to Chapter 16, Article 13-a of the Code of West Virginia, 1931, as amended, which said proposed public service district is to be named the Mineral Wells Public Service District and which public service district shall be bounded as follows:

BEGINNING at a point in the the county division line between Wood County and Wirt County, at Latitude North 39° 07' 37" and Longitude West 81° 26' 12", and running thence with said county line South 49° 06' West 0.5 mile to Latitude North 39° 07' 21" at Longitude West 81° 25' 39"; thence leaving the county line and running North 36° 00' West 3.2 miles to a point in West Virginia Secondary Route 14/5 at Latitude North 39° 09' 34" and Longitude West 81° 28' 42"; North 61° 10' West 2.8 miles to Latitude North 39° 10' 44" and Longitude West 81° 31' 29"; South 18° 52' West 1.65 miles to the intersection of West Virginia Routes 40 and 40-2 at Latitude North 39° 09' 23" and Longitude West 81° 32' 09"; West 0.9 mile (crossing Interstate 77 at 0.6 mile) to Latitude North 39° 09' 23" and Longitude West 81° 33' 07"; North 2.65 miles to Latitude North 39° 11' 40" and Longitude West 81° 33' 07"; North 46° 48' East 1.45 miles to Latitude North 39° 12' 32" and Longitude West 81° 31' 53"; South 49° 45' East 3.15 miles (crossing Interstate 77 at 9.6 miles) to Latitude North 39° 10' 47" and Longitude West 81° 28' 44"; South 36° 00' East 4.53 miles to the beginning, containing 5.55 square miles in the Slate and Tygart Magisterial Districts of Wood County, West Virginia, which said proposed public service district is shown and delineated upon a plat prepared by J. H. Milam, Inc., consulting engineers, and dated April 12, 1966, which said plat is attached to the said petition.

All persons residing in or owning or have any interest in property in said proposed Mineral Wells Public Service District are hereby notified that the County Court of Wood County, West Virginia, will conduct a public hearing on March 23, 1967, at 10:00 o'clock a.m. in the County Court Room of the Wood County Courthouse at Parkersburg, West Virginia, at which time and place all interested persons may appear before the County Court and shall have an opportunity to be heard for and against the creation of the proposed Mineral Wells Public Service District and at which time and place the County Court of Wood County, West Virginia, shall consider and determine the feasibility of the creation of the proposed Mineral Wells Public Service District.

L. W. BURDETTE
Clerk of the County Court of Wood County, West Virginia

Mar. 2 N.

Margaret Batten

being first duly sworn, says that the

Public Hearing Tax Creation of Public Service Districts

hereto attached was printed in the Parkersburg News

a daily newspaper published in the City of Parkersburg, Wood County, West Virginia, and posted at the front door of the Court House for one successive weeks, the first publication and posting thereon being on the 2nd day of March 1967, and subsequent publication on the ..... day of ..... 19....., the ..... day of ..... 19....., the ..... day of ..... 19....., the ..... day of ..... 19....., and the ..... day of ..... 19.....

Printer's Fee $ 17.57
[illegible]

Margaret Batten

Subscribed and sworn to before me this 2nd day of March 1967.

Alfred C. Maxwell
Notary Public for Wood County, West Virginia

My commission expires May 23, 1967

10

2M 12-63

IN THE COUNTY COURT OF WOOD COUNTY, WEST VIRGINIA

IN RE:

MINERAL WELLS PUBLIC SERVICE DISTRICT

ORDER RECEIVING PETITION FOR CREATION OF
MINERAL WELLS PUBLIC SERVICE DISTRICT
AND FIXING DATE FOR HEARING

This 25th day of February, 1967, came L. W. Burdette, Clerk of the County Court of Wood County, West Virginia, and presented to the Court a petition of Paul F. Mohr and others to create a public service district to be known as the Mineral Wells Public Service District, and fully described in the said petition, located in Tygart and Slate Magisterial Districts of Wood County, West Virginia, which said petition was, on the 25th day of February, 1967, duly filed in the said Clerk's office.

And it appearing to the Court that the said petition has been duly executed by more than one hundred (100) legal voters residing within and owning real property within the limits of the proposed public service district; that the proposed district is described in the said petition sufficiently to identify the territory to be embraced therein; that no city incorporated, town, or other municipal corporation is included within the territory embraced in the proposed public service district, and that the said territory is not embraced by any other public service district, and that the said petition is in all respects in accordance with the requirements of Chapter 16, Article 13-a, of the Code of West Virginia, 1931, as amended.

This Court does hereby [illegible] as follows:

1. That on March 13, 1967, at the hour of 10:00 o'clock a.m., this Court will meet in the Courthouse of Wood County,

West Virginia, at Parkersburg, West Virginia, for the purpose of conducting a public hearing pursuant to Chapter 16, Article 13-a of the Code of West Virginia, 1931, as amended, relative to the creation of Mineral Wells Public Service District at which time and place all persons residing in or owning or having any interest in property in the proposed Mineral Wells Public Service District may appear before this Court and shall have an opportunity to be heard for and against the creation of said district, and at such hearing this Court shall consider and determine the feasibility of the creation of the proposed Mineral Wells Public Service District hereinafter more fully described.

2. It further appearing to the Court that petitioners have deposited with the Clerk of this Court a sum adequate to pay the costs and expenses of publishing a notice of the hearing hereinabove ordered, it is accordingly ORDERED that the Clerk of this Court do cause a notice of such hearing, substantially in the form hereinafter set out, to be published in The Parkersburg Sentinel at least once prior to the date of the said hearing, which said publication shall be not less than ten (10) days prior to such hearing, and which said notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING RELATIVE TO THE CREATION OF
MINERAL WELLS PUBLIC SERVICE DISTRICT

Notice is hereby given that a legally sufficient petition has been filed with the Clerk of the County Court of Wood County, West Virginia, and has been presented to the County Court of Wood County, West Virginia, for the creation of a public service district in Tygart and all of Magisterial Districts of Wood County, West Virginia, pursuant to Chapter 16, Article 13-a of the Code of West Virginia, 1931, as amended, which said proposed

public service district is to be named the Mineral Wells Public Service District and which public service district shall be bounded as follows:

BEGINNING at a point in the county division line between Wood County and Wirt County, at Latitude North 39° 07' 37" and Longitude West 81° 26' 12", and running thence with said county line South 49° 00' West 0.5 mile to latitude North 39° 07' 21" and Longitude West 81° 26' 39"; thence leaving the county line and running North 36° 00' West 3.2 miles to a point in West Virginia Secondary Route 14/5 at Latitude North 39° 09' 34" and Longitude West 81° 28' 42"; North 61° 10' West 2.8 miles to Latitude North 39° 10' 44" and Longitude West 81° 31' 29"; South 13° 52 West 1.65 miles to the intersection of West Virginia Routes 40 and 40/2 at Latitude North 39° [illegible] 23" and Longitude West 81° 32' 09"; West 0.9 mile (crossing Interstate 77 at 0.6 mile) to Latitude North 39° 09' 23" and Longitude West 81° 33' 07"; North 2.65 miles to Latitude North 39° 11' 40" and Longitude West 81° 33' 07"; North 46° 48' East 1.45 miles to Latitude North 39° 12' 32" and Longitude West 81° 31' 55"; South 49° 45' East 3.15 miles (crossing Interstate 77 at 0.6 mile) to Latitude North 39° 10' 47" and Longitude West 81° 28' 44"; South 36° 00' East 4.53 miles to the beginning, containing 9.55 square miles in the Slate and Tygart Magisterial Districts of Wood County, West Virginia, which said proposed public service district is shown and delineated upon a plat prepared by J. H. Milam, Inc., consulting engineers, and dated April 12, 1966, which said plat is attached to the said petition.

All persons residing in or owning or have any interest in property in said proposed Mineral Wells Public Service District are hereby notified that the County Court of Wood County, West Virginia, will conduct a public hearing on March 23, 1967, at 10:00 o'clock a.m. in the County Court Room of the Wood County Courthouse at Parkersburg, West Virginia, at which time and place all interested persons may appear before the County Court and shall have an opportunity to be heard for and against the creation of the proposed Mineral Wells Public Service District and at which time and place the County Court of Wood County, West Virginia, shall consider and determine the feasibility of the creation of the proposed Mineral Wells Public Service District.

[signature]

[illegible], Clerk of the County Court of Wood County, West Virginia

[illegible]

TATE OF WEST VIRGINIA,
OUNTY OF WOOD, TO-WIT:

I, L. W. Burdette, Clerk of the County Court in and for the County of Wood and State of West Virginia, having a Seal, and the fficer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the ched and foregoing writing is a full, true and complete transcript and copy of COURT ORDER, OF MINERAL WELLS PUBLIC SERVICE DISTRICT, (RECORDED FEBRUARY 25, 1967)

s the same appears of record in my said Office in COURT ORDER BOOK # 32, Page 166

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 21st day of May, 19 69.

L. W. BURDETTE,
CLERK WOOD COUNTY COURT
By L. W. Burdette
Deputy

OF PUBLIC HEARING RELATIVE TO THE CREATION OF MINERAL WELLS PUBLIC SERVICE DISTRICT

Notice is hereby given that a legal sufficient petition has been filed with the Clerk of the County Court of Wood County, West Virginia, and has been presented to the County Court of Wood County, West Virginia, for the creation of a public service district in Tygart and State Magisterial Districts of Wood County, West Virginia, pursuant to Chapter 16, Article 13-A of the Code of West Virginia, 1931, as amended, which said proposed public service district is to be called the Mineral Wells Public Service District and when public service district shall be bounded as follows:

BEGINNING at a point in the county line between Wood County and Tyler County, at Latitude North 39° 21' 27" and Longitude West 81° 22' 27", and running thence with said county line South 48° 00' West 0.5 mile to Latitude North 39° 21' 27" and Longitude West 81° 22' 27"; thence leaving the county line and running North 30° 00' West 3.2 miles to a point in West Virginia Secondary Route 147 at Latitude North 39° 24' 00" and Longitude West 81° 22' 27"; thence North 41° 00' West 1.0 miles to Latitude North 39° 25' 00" and Longitude West 81° 23' 29"; South 34° 52' West 3.65 miles to the intersection of West Virginia Route 47 and 47-2 at Latitude North 39° 22' 00" and Longitude West 81° 27' 00"; West 0.6 mile (crossing Interstate 77 at 0.4 mile) to Latitude North 39° 22' 00" and Longitude West 81° 28' 27"; North 3.65 miles to Latitude North 39° 31' 40" and Longitude West 81° 28' 27"; North 41° 49' East 3.45 miles to Latitude North 39° 35' 15" and Longitude West 81° 25' 57"; South 45° 45' East 2.25 miles (crossing Interstate 77 at 0.7 mile) to Latitude North 39° 30' 47" and Longitude West 81° 23' 47"; South 34° 00' East 4.25 miles to the beginning, containing 9.61 square miles in the State and Tygart Magisterial Districts of Wood County, West Virginia, which said proposed public service district is shown and delineated upon a plat prepared by C. H. Nuzum, Inc., registered surveyors, and dated April 12, 1967, which said plat is attached to the said petition.

All persons residing in or owning or have any interest in property in said proposed Mineral Wells Public Service District are hereby notified that the County Court of Wood County, West Virginia, will conduct a public hearing on March 23, 1967, at 10:00 o'clock a.m. in the County Court Room of the Wood County Courthouse at Parkersburg, West Virginia, at which time and place all interested persons may appear before the County Court and shall have an opportunity to be heard for and against the creation of the proposed Mineral Wells Public Service District and at which time and place the County Court of Wood County, West Virginia, shall consider and determine the feasibility of the creation of the proposed Mineral Wells Public Service District.

L. W. BURDETTE
Clerk of the County Court of Wood County, West Virginia

March 9 N.

Margaret Lutten

being first duly sworn, says that the

Public Hearing Notice
Creation of Public
Service District

hereto attached was printed in the Parkersburg News

a daily newspaper published in the City of Parkersburg, Wood County, West Virginia, and posted at the front door of the Court House for one successive weeks, the first publication and posting thereon being on the 2nd day of March 1967, and subsequent publication on the ..... day of ..... 19..., the ..... day of ..... 19..., the ..... day of ..... 19..., the ..... day of ..... 19..., and the ..... day of ..... 19...

Printer's Fee $ 12.57
Receipt No. 2-5

Margaret Lutten

Subscribed and sworn to before me this 2nd day of March 1967

Arlie C. Maxwell
Notary Public for Wood County, West Virginia

My commission expires May 23, 1967

2M 12-63

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

I, H. K. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcript and copy of IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT ENLARGEMENT

as the same appears of record in my said Office in Court Order Book #47, Page 40

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 29th day of November, 19 85.

H. K. SMITH

CLERK WOOD COUNTY COMMISSION

By: Pauline Eaton
Deputy

At a Special Session of the County Commission, continued and held for the County of Wood, at the Court House thereof, Tuesday, January 10, 1984, Present, William C. Parrish, President of said Commission, and Dexter L. Buckley, Jr., and Holmes R. Shaver, Commissioners.

IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT ENLARGEMENT.

ORDER

On the 10th day of January, 1984, at 9:30 o'clock a.m., this matter came on to be heard, this Commission having heretofore by ORDER entered on December 20, 1983, which appears of record in Order Book No. 47, at page 34, fixed this date and time for a public hearing on the enlargement of Mineral Wells Public Service District, and having provi in said Order that all persons residing in, or owning, or having any interest in property in Mineral Wells Public Ser District, or in the proposed addition thereto, might appear before the Commission at this hearing and have an opportu to be heard for and against the enlargement of the said public service district.

Thereupon, Mineral Wells Public Service District tendered to the Commission for filing, the following:

1) The affidavit of Mary P. Cheuvront that notice of the time and place of this hearing was published in the Parkersburg News on the 29th day of December, 1983, which was more than ten (10) days prior to the date of this hearing.

2) The affidavit of Lewis C. Fortner, an employee of Mineral Wells Public Service District, that notice of the time and place of this hearing was posted by him in at least five (5) conspicuous places in the purposed boundaries of Mineral Wells Public Service District not less than ten (10) days before the date of this hearing.

The Commission, having examined the foregoing, and the same appearing to be proper, the said affidavit and return are hereby ordered to be, and are hereby filed herein.

It further appearing to the Commission that all interested persons have been afforded an opportunity of being heard, for and against, the enlargement of the said public service district, and it further appearing to this Commission that no written protests have been filed by any qualified voters, registered or residing within the said public service district or the proposed addition thereto, the Commission did proceed to hear and consider testimony and evidence relating to the necessity and feasibility of enlarging Mineral Wells Public Service District, so as to include the territory described in the Petition heretofore filed herein, and in the notice hereinabove referred to, from all of which the Commission does find that it is necessary, feasible and proper to enlarge Mineral Wells Public Service District so as to include the territory described in said Petition, and the Commission does further find that the enlargement of Mineral Wells Public Service District will be conducive to the preservation of public health, comfort and conveniecne within the area of the enlarged public service district.

IT IS ACCORDINGLY ORDERED, that the boundaries of Mineral Wells Public Service District heretofore created by this Commission (formerly Court) by Order entered on March 23, 1967, be enlarged so as to include within the boundari of the said Mineral Wells Public Service District, for purposes of providing sewerate service, or water and sewerage service, as set forth above, the following areas in Slate, Steele and Tygart Magisterial Districts of Wood County, West Virginia.

The proposed boundaries of Mineral Wells Public Service District, for purposes of providing sewerage service, are as follows:

Beginning at latitute north 39°09'23" and longitute west 81°33'07", said point being the southwest corner of a previously described boundary for Mineral Wells P.S.D.;

Thence, running with the westerly line of said boundary, due north, 13,800 feet (formerly called 2.65 miles) to the northwest described corner of said boundary, located at latitute north 39°11'40" and longitude west 81°33'07";

Thence, leaving the existing boundary, N. 3°27' W, 9,925 feet to U.S.G.S. triangulation station "Martin", located at latitute north 39°13'18.7" and longitude west 81°33'15.2";

Thence, S 84°28' E. crossing the watershed divide of State Route 14 at 2,350 feet, 8,600 feet, in all, to a po in the certerline of the Little Kanawha River at its confluence with Jackson Run at latitute north 39°13'11" and longiture west 81°31'28";

Thence, running upstream with the centerline of the Little Kanawha River and the magisterial line between Slat and Clay Districts, in a southeasterly direction, 57,500 feet to a point, being the centerline of the Little Kanawha River and the easterly most corner of said Slate District at latitute north 39°08'14" and and longitut west 81°25'35";

Thence, S 48°28' W, 200 feet to a point on the southwest bank of the Little Kanawha River at a corner of the Wood County-Wirt County Line common corner with the Claywood Park P.S.D. at latitute north 39°08'13" and longi west 81°25'36";

Thence, running with the Wood County-Wirt County Line and said Claywood Park P.S.D., S48°28' W 8,000 feet to t corner of Newark and Tucker Districts in Wirt County and a common corner with Claywood Park P.S.D. located at latitute north 39°97'15" and longitude west 81°26'53";

Thence, leaving the county line and Claywood Park P.S.D. S 89°22' W, crossing State Route 21 at 27,400 feet, 29,300 feet, in all, to a point in the centerline of Buck Run at latitude north 39°97'11" and longitude west 81°33'97';

Thence, due north, 13,250 feet to the point of beginning, containing 31.8 square miles, more or less, which said area is shown on a map entitled (Mineral Wells P.S.D. Boundary Expansion," prepared by Cerrone & Vaughn, Inc., Engineers, which said map is on file in the Office of the Clerk of the County Commission of Wood County West Virginia.

The proposed boundaries of Mineral Wells Public Service District, for purposes of providing water service are as follows:

Beginning at latitute north 39°09'23" and longitude west 81°33'07" , said point being the southwest corner of a previously described boundary for Mineral Wells P.S.D.;

Thence, running with the westerly line of said boundary, due north 13,800 feet (formerly called 2.65 miles) to the northwest described corner of said boundary, located at latitute north 39°11'40" and longitude west 81°33'07";

Thence, leaving the existing boundary, N. 3°27' W, 2,250 feet to a poing located at latitude north 39°12'-2.: and longitude west 81°33'08.8";

Thence, N. [illegible]

MARCIA MOORE

being first duly sworn, says that the

notice of public hearing-----MINERAL WELLS PUBLIC SERVICE DISTRICT

hereto attached was printed in the Parkersburg News a daily newspaper published in the City of Parkersburg, Wood County, West Virginia, and posted at the front door of the Court House for one successive weeks, the first publication and posting thereon being on the 29th day of DECEMBER 19 83, and subsequent publication on the ..... day of ..... 19....., the ..... day of ..... 19....., the ..... day of ..... 19....., the ..... day of ..... 19....., and the ..... day of ..... 19.....

Printer's Fee $ 91.50
1464 words @ .0625

Marcia Moore

Subscribed and sworn to before me this 29th day of DECEMBER 19 83.

Notary Public for Wood County, West Virginia

My commission expires 7-21-92

Parkersburg Printing Co.

LEGAL NOTICE

NOTICE OF PUBLIC HEARING RELATIVE TO THE ENLARGEMENT OF MINERAL WELLS PUBLIC SERVICE DISTRICT

Notice is hereby given that the County Commission of Wood County, West Virginia, by order entered of record on its own motion, has determined and ordered to be held, a public hearing regarding the enlargement of Mineral Wells Public Service District so as to include in the said public service district, for purposes of providing sewerage service, or water and sewerage service, as set forth below, an additional area in Slate, Steele and Tygart Magisterial Districts of Wood County, West Virginia.

The proposed boundaries of Mineral Wells Public Service District, for purposes of providing sewerage service, are as follows:

Beginning at latitude north 39°09'23" and longitude west 81°33'07", said point being the southwest corner of a previously described boundary for Mineral Wells P.S.D.;

Thence, running with the westerly line of said boundary, due north, 13,800 feet (formerly called 2.65 miles) to the northwest described corner of said boundary, located at latitude north 39°13'40" and longitude west 81°33'07";

Thence, leaving the existing boundary, N 3°27' W, 9,925 feet to U.S.G.S. triangulation station "Martin", located at latitude north 39°13'18.7" and longitude west 81°33'15.2";

Thence, S 84°28' E, crossing the watershed divide of State Route 14 at 2,350 feet, 8,600 feet, in all, to a point in the centerline of the Little Kanawha River at its confluence with Jackson Run at latitude north 39°13'11" and longitude west 81°31'28";

Thence, running upstream with the centerline of the Little Kanawha River and the magisterial line between Slate and Clay Districts, in a southeasterly direction, 57,500 feet to a point, being the centerline of the Little Kanawha River and the easterly most corner of said Slate District at latitude north 39°08'14" and longitude west 81°25'35";

Thence, S 49°28' W, 200 feet to a point on the southwest bank of the Little Kanawha River at a corner of the Wood County-Wirt County Line, common corner with the Claywood Park P.S.D. at latitude north 39°08'13" and longitude west 81°25'36";

Thence, running with the Wood County-Wirt County Line and said Claywood Park P.S.D., S 49°28' W 8,000 feet to the corner of Newark and Tucker Districts in Wirt County and a common corner with Claywood Park P.S.D. located at latitude north 39°07'15" and longitude west 81°26'53";

Thence, leaving the county line and Claywood Park P.S.D. S. 89°22' W, crossing State Route 21 at 27,400 feet, 29,300 feet, in all, to a point in the centerline of Buck Run at latitude north 39°07'11" and longitude west 81°33'07";

Thence, due north, 13,250 feet to the point of beginning, containing 31.8 square miles, more or less, which said area is shown on a map entitled "Mineral Wells P.S.D. Boundary Expansion," prepared by Cerrone & Vaughn, Inc., Engineers, which said map is on file with the Clerk of this Commission and made a part hereof.

The proposed boundaries of Mineral Wells

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE:

MINERAL WELLS PUBLIC SERVICE
DISTRICT ENLARGEMENT

ORDER

This 20th day of December, 1983, came Robert G. Morris, Chairman of The Public Service Board of Mineral Wells Public Service District, in person, and William R. Pfalzgraf, Counsel for Mineral Wells Public Service District, and presented to the Commission the Petition of Mineral Wells Public Service District to enlarge the district so as to include within the same areas in Slate, Steele and Tygart Magisterial Districts of Wood County, West Virginia, fully described in said Petition and upon a plat or map attached thereto.

It appearing to the Commission from the said Petition that the proposed enlargement of Mineral Wells Public Service District is described in the said Petition sufficiently to identify the territory to be embraced therein and that the territory within the proposed enlargement is not embraced by any other public service district nor within the corporate limits of any municipality; and it further appearing to the Commission that it is necessary, feasible, and proper to enlarge the said Mineral Wells Public Service District so as to include the areas described in the said Petition and that this Commission is authorized by Chapter 16, Article 13A, Section 2 of the Code of West Virginia of 1931, as amended, to consider the enlargement of said district, this Commission does accordingly, on its own motion, order as follows:

1) That on January 10, 1984, at the hour of 9:30 o'clock a.m., this Commission shall meet in the Courthouse of Wood County, West Virginia, in Parkersburg, West Virginia, for

the purpose of conducting a public hearing pursuant to Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended, relative to the enlargement of Mineral Wells Public Service District so as to include therein the areas in Slate, Steele and Tygart Magisterial Districts of Wood COunty, hereinafter more fully described, as shown on the plat or map attached to the Petition herein, at which time and place all persons residing in or owning or having any interest in property in Mineral Wells Public Service District, or the additional areas in Slate, Steele and Tygart Magisterial Districts, Wood County, West Virginia, proposed to be included within the Mineral Wells Public Service District, may appear before this Commission and shall have an opportunity to be heard for and against the enlargement of said public service district, and at such hearing, this Commission shall consider and determine the feasibility of the enlargement of Mineral Wells Public Service District and whether such enlargement, in order to furnish water service, or water and sewerage service, as set forth below, will be conducive to the preservation of public health, comfort, and convenience.

2) It further appearing to the Commission that Petitioner has deposited with the Clerk of this Commission a sum adequate to pay the cost and expenses of publishing a notice of the hearing hereinabove ordered, it is accordingly ORDERED that the Clerk of this Commission cause a notice of such hearing, substantially in the form hereinafter set out, to be published in the Parkersburg Sentinel at least once prior to the date of said hearing, which said publication shall be not less than ten (10) days prior to such hearing and which said notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING RELATIVE TO THE
ENLARGEMENT OF MINERAL WELLS
PUBLIC SERVICE DISTRICT

Notice is hereby given that the County Commission of Wood County, West Virginia, by order entered of record on its own motion, has determined and ordered to be held, a public hearing regarding the enlargement of Mineral Wells Public Service District so as to include in the said public service district, for purposes of providing sewerage service, or water and sewerage service, as set forth below, an additional area in Slate, Steele and Tygart Magisterial Districts of Wood County, West Virginia.

The proposed boundaries of Mineral Wells Public Service District, for purposes of providing sewerage service, are as follows:

Beginning at latitude north 39°09'23" and longitude west 81°33'07", said point being the southwest corner of a previously described boundary for Mineral Wells P.S.D.;

Thence, running with the westerly line of said boundary, due north, 13,800 feet (formerly called 2.65 miles) to the northwest described corner of said boundary, located at latitude north 39°11'40" and longitude west 81°33'07";

Thence, leaving the existing boundary, N 3°27' W, 9,925 feet to U.S.G.S. triangulation station "Martin", located at latitude north 39°13'18.7" and longitude west 81°33'15.2";

Thence, S 84°28' E, crossing the watershed divide of State Route 14 at 2,350 feet, 8,600 feet, in all, to a point in the centerline of the Little Kanawha River at its confluence with Jackson Run at latitude north 39°13'11" and longitude west 81°31'28";

Thence, running upstream with the centerline of the Little Kanawha River and the magisterial line between Slate and Clay Districts, in a southeasterly direction, 57,500 feet to a point, being the centerline of the Little Kanawha River and the easterly most corner of said Slate District at latitude north 39°08'14" and longitude west 81°25'35";

Thence, S 48°28' W, 200 feet to a point on the southwest bank of the Little Kanawha River at a corner of the Wood County-Wirt County Line, common corner with the Claywood Park P.S.D. at latitude north 39°08'13" and longitude west 81°25'36";

Thence, running with the Wood County-Wirt County Line and said Claywood Park P.S.D., S 48°28' W 8,000 feet to the corner of Newark and Tucker Districts in Wirt County and a common corner with Claywood Park P.S.D. located at latitude north 39°07'15" and longitude west 81°26'53";

Thence, leaving the county line and Claywood Park P.S.D. S 89°22' W, crossing State Route 21 at 27,400 feet, 29,300 feet, in all, to a point in the centerline of Buck Run at latitude north 39°07'11" and longitude west 81°33'07";

Thence, due north, 13,250 feet to the point of beginning, containing 31.8 square miles, more or less, which said area is shown on a map entitled "Mineral Wells P.S.D. Boundary Expansion," prepared by Cerrone & Vaughn, Inc., Engineers, which said map is on file with the Clerk of this Commission and made a part hereof.

The proposed boundaries of Mineral Wells Public Service District, for purposes of providing water service, are as follows:

Beginning at latitude north 39°09'23" and longitude west 81°33'07", said point being the southwest corner of a previously described boundary for Mineral Wells P.S.D.;

Thence, running with the westerly line of said boundary, due north, 13,800 feet (formerly called 2.65 miles) to the northwest described corner of said boundary, located at latitude north 39°11'40" and longitude west 81°33'07";

Thence, leaving the existing boundary, N 3°27' W, 2,250 feet to a point located at latitude north 39°12'02.3" and longitude west 81°33'08.8";

Thence, N 89°30' E 5,750 feet to a point in the centerline of State Route 14 at latitude north 39°12'02" and longitude west 81°31'56";

Thence, S 59°45' E 950 feet to a point located at latitude N 39°11'57" and longitude W 81°31'45";

Thence, N 6°10' W 1,950 feet to a point in the centerline of County Route 21/34 at latitude north 39°12'16" and longitude west 81°31'48";

Thence, following an Old Road Bench, N 55°08' E 3,300' to a point in the centerline of I-77 at latitude north 39°12'35" and longitude west 81°31'14";

Thence, in a north-northwesterly direction with the centerline of I-77, 4,100' to a point at latitude north 39°13'11.9" and longitude west 81°31'40.5";

Thence, S 84°28' E 1,000 feet to a point in the centerline of the Little Kanawha River at its confluence with Jackson Run at latitude north 39°13'11" and longitude west 81°31'28";

Thence, running upstream with the centerline of the Little Kanawha River and the magisterial line between Slate and Clay Districts, in a southeasterly direction, 57,500 feet to a point, being the centerline of the Little Kanawha River and the easterly most corner of said Slate District at latitude north 39°08'14" and longitude west 81°25'35";

Thence, S 48°28' W, 200 feet to a point on the southwest bank of the Little Kanawha River at a corner of the Wood County-Wirt County Line, common corner with Claywood Park P.S.D. at latitude north 39°08'13" and longitude west 81°25'36";

Thence, running with the Wood County-Wirt County Line and said Claywood Park P.S.D., S 48°28' W 8,000 feet to the corner of Newark and Tucker Districts in Wirt County and a common corner with Claywood Park P.S.D. located at latitude north 39°07'15" and longitude west 81°26'53";

Thence, leaving the county line and Claywood Park P.S.D. S 89°22' W, crossing State Route 21 at 27,400 feet, 29,300 feet, in all, to a point in the centerline of Buck Run at latitude north 39°07'11" and longitude west 81°33'07";

Thence, due north, 13,250 feet to the point of beginning, containing 29.7 square miles, more or less, which said area is shown on the aforesaid map.

All persons residing in, or owning, or having any interest in property in Mineral Wells Public Service District, or in the proposed additions to Mineral Wells Public Service District, are hereby notified that the County Commission of Wood County, West Virginia will conduct a public hearing on January 10, 1984, at 9:30 o'clock a.m., in the County Commission Room of the Wood County Courthouse at Parkersburg, West Virginia, at which time and place all interested persons may appear before the County Commission and shall have an opportunity to be heard for and against the enlargement of Mineral Wells Public Service District, and at which time and place the County Commission of Wood County, West Virginia shall

consider and determine whether it is necessary, feasible, and proper to enlarge the said district, and whether the enlargement of the said district will be conducive to the preservation of public health, comfort and convenience of such area.

Clerk of the County Commission
of Wood County, West Virginia

3) It is further ORDERED that Petitioner do cause a notice of such hearing substantially in the form hereinabove set out to be posted in at least five (5) conspicuous places in the proposed boundaries of Mineral Wells Public Service District, not less than ten (10) days before the date of the aforesaid hearing.

THE COUNTY COMMISSION
OF WOOD COUNTY

By_____
William C. Parrish, President

ENTER: December 20, 1983

9594A

LEGAL NOTICE

NOTICE OF PUBLIC HEARING RELATIVE TO THE ENLARGEMENT OF MINERAL WELLS PUBLIC SERVICE DISTRICT

Notice is hereby given that the County Commission of Wood County, West Virginia, by order entered of record on its own motion, has determined and ordered to be held, a public hearing regarding the enlargement of Mineral Wells Public Service District so as to include in the said public service district, for purposes of providing sewerage service, or water and sewerage service, as set forth below, an additional area in State, Steele and Tygart Magisterial Districts of Wood County, West Virginia.

The proposed boundaries of Mineral Wells Public Service District, for purposes of providing sewerage service, are as follows:

Beginning at latitude north 39°09'23" and longitude west 81°33'07", said point being the southwest corner of a previously described boundary for Mineral Wells P.S.D.;

Thence, running with the westerly line of said boundary, due north, 13,800 feet (formerly called 2.65 miles) to the northwest described corner of said boundary, located at latitude north 39°11'40" and longitude west 81°33'07";

Thence, leaving the existing boundary, N 3°27' W, 9,925 feet to U.S.G.S. triangulation station "Martin", located at latitude north 39°13'18.7" and longitude west 81°33'15.2";

Thence, S 84°28' E, crossing the watershed divide of State Route 14 at 2,350 feet, 8,600 feet in all, to a point in the centerline of the Little Kanawha River at its confluence with Jackson Run at latitude north 39°13'11" and longitude west 81°31'28";

Thence, running upstream with the centerline of the Little Kanawha River and the magisterial line between State and Clay Districts, in a southeasterly direction, 57,500 feet to a point, being the centerline of the Little Kanawha River and the easterly most corner of said State District at latitude north 39°08'14" and longitude west 81°25'35";

Thence, S 48°28' W, 200 feet to a point on the southwest bank of the Little Kanawha River at a corner of the Wood County-Wirt County Line, common corner with the Claywood Park P.S.D. at latitude north 39°08'13" and longitude west 81°25'36";

Thence, running with the Wood County-Wirt County Line and said Claywood Park P.S.D., S 48°28' W 8,600 feet to the corner of Newark and Tucker Districts in Wirt County and a common corner with Claywood Park P.S.D. located at latitude north 39°07'15" and longitude west 81°26'53";

Thence, leaving the county line and Claywood Park P.S.D., S. 89°22' W, crossing State Route 21 at 27,400 feet, 29,300 feet, in all, to a point in the centerline of Buck Run at latitude north 39°07'11" and longitude west 81°33'07";

Thence, due north, 13,250 feet to the point of beginning, containing 31.6 square miles, more or less, which said area is shown on a map entitled "Mineral Wells P.S.D. Boundary Expansion," prepared by Cerrone & Vaughn, Inc., Engineers, which said map is on file with the Clerk of this Commission and made a part hereof.

The proposed boundaries of Mineral Wells Public Service District, for purposes of providing water service, are as follows:

Beginning at latitude north 39°09'23" and longitude west 81°33'07", said point being the southwest corner of a previously described boundary for Mineral Wells P.S.D.;

Thence, running with the westerly line of said boundary, due north, 13,800 feet (formerly called 2.65 miles) to the northwest described corner of said boundary, located at latitude north 39°11'40" and longitude west 81°33'07";

Thence, leaving the existing boundary, N 3°27' W, 2,250 feet to a point located at latitude north 39°12'02.3" and longitude west 81°33'08.8";

Thence, N 89°30' E 5,750 feet to a point in the centerline of State Route 14 at latitude north 39°12'02" and longitude west 81°31'54";

Thence, S 59°45' E 950 feet to a point located at latitude N 39°11'57" and longitude W 81°31'57";

Thence, N 6°10' W 1,950 feet to a point in the centerline of County Route 21/34 at latitude north 39°12'16" and longitude west 81°31'48";

Thence, following an Old Road Ranch, N 55°04' E 3,300 to a point in the centerline of 1.77 at latitude north 39°12'35" and longitude west 81°31'14";

Thence, in a north-northwesterly direction with the centerline of 1.77, 4,100' to a point at latitude north 39°13'11.9" and longitude west 81°31'40.5";

Thence, S 84°28' E, 1,000 feet to a point in the centerline of the Little Kanawha River at its confluence with Jackson Run at latitude north 39°13'11" and longitude west 81°31'28";

Thence, running upstream with the centerline of the Little Kanawha River and the magisterial line between State and Clay Districts, in a southeasterly direction, 57,500 feet to a point, being the centerline of the Little Kanawha River and the easterly most corner of said State District at latitude north 39°08'14" and longitude west 81°25'35";

Thence, S 48°28' W, 200 feet to a point on the southwest bank of the Little Kanawha River at a corner of the Wood County-Wirt County Line, common corner with Claywood Park P.S.D. at latitude north 39°08'13" and longitude west 81°25'36";

Thence, running with the Wood County-Wirt County Line and said Claywood Park P.S.D., S 48°28' W 8,000 feet to the corner of Newark and Tucker Districts in Wirt County and a common corner with Claywood Park P.S.D. located at latitude north 39°07'15" and longitude west 81°26'53";

[illegible]

MARCIA MOORE

being first duly sworn, says that the

notice of public hearing-----MINERAL WELLS PUBLIC SERVICE DISTRICT

hereto attached was printed in the Parkersburg News

a daily newspaper published in the City of Parkersburg, Wood County, West Virginia, and posted at the front door of the Court House for one successive weeks, the first publication and posting thereon being on the 29th day of DECEMBER 19 83, and subsequent publication on the ..... day of ..... 19....., the ..... day of ..... 19....., the ..... day of ..... 19....., the ..... day of ..... 19....., and the ..... day of ..... 19.....

Printer's Fee $ 91.50

1464 words @ .0625 Marcia Moore

Subscribed and sworn to before me this 29th day of DECEMBER 19 83.

[signature]

Notary Public for Wood County, West Virginia

My commission expires 7-21-92

Parkersburg Printing Co.

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

I, H. K. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcript and copy of

IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT: APPOINTMENT OF CHARLES M. STEWART, JR. AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRIC

as the same appears of record in my said Office in Court Order Book #47, Page 186.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 29th day of November, 19 85.

H. K. SMITH

CLERK WOOD COUNTY COMMISSION

By: Pauline Eaton
Deputy

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

I, H. K. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and th Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify tha the attached and foregoing writing is a full, true and complete transcript and copy of

IN RE: CHARLES M. STEWART, JR.--OATH OF OFFICE--APPOINTMENT AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT

as the same appears of record in my said Office in Court Order Book #47, Page 186

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County o Wood and State of West Virginia, this the 29th day of November, 19 85.

H. K. SMITH

CLERK WOOD COUNTY COMMISSION

By: Pauline Eaton
Deputy

At a regular session of the County Commission, continued and held for the County of Wood, at the Court House thereof, Monday, March 18, 1985, Present, Holmes R. Shaver, President Pro Tem of said Commission, and Lewis E. Guinn, Commissioner.

The orders and proceedings of the previous session of this Commission, held on Thursday, March 14, 1985, were read before the Commission, approved and ordered signed.

✓IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT: APPOINTMENT OF CHARLES M. STEWART, JR. AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT.

It appearing to the Commission that by Order heretofore entered, ROY L. RADABAUGH was appointed as a member of the Public Service Board of Mineral Wells Public Service District;

It further appearing to the Commission that the term of office of said ROY L. RADABAUGH expires as of March 1, 1985;

It further appearing to the Commission that CHARLES M. STEWART, JR. resides within the Mineral Wells Public Service District and will take the training program established and administered by the Public Service Commission in conjunction with the Department of Natural Resources and the Department of Health when it is next available;

It is, accordingly, ORDERED that CHARLES M. STEWART, JR. be, and he is hereby appointed as a member of the Public Service Board of Mineral Wells Public Service District to serve a term of six years expiring on March 1, 19

THE COUNTY COMMISSION OF WOOD COUNTY
s/ Holmes R. Shaver
President Pro Tem

TERM EXPIRES: March 1, 1991

✓IN RE: CHARLES M. STEWART, JR.--OATH OF OFFICE--APPOINTMENT AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT.

Came this day, Charles M. Stewart, Jr., who was heretofore by order of this Commission appointed as a member of the Public Service Board of Mineral Wells Public Service District to fill the vacancy created by the term of Roy L. Radabaugh expiring on March 1, 1985, and the said Roy L. Radabaugh not being reappointed. The said term of Charles M. Stewart Jr., will be from March 1, 1985 to March 1, 1991. With the approval of the County Commission, the said Charles M. Stewart, Jr., subscribed to the following oath as such appointed member of the Public Service Board of Mineral Wells Publis Service District.

"STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

I, Charles M. Stewart, Jr., do solemnly swear that I will support the Constitution of the United States the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of MEMBER--PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT in and for Wood County, Wes Virginia, to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.

s/ Charles M. Stewart, Jr.

Subscribed and sworn to, before THE COUNTY COMMISSION of Wood County, West Virginia, this 18th day of March,

H. K. Smith
Clerk Wood County Commission
By: Pauline Eaton, Deputy"

Term expires: March 1, 1991.

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

I, H. K. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcript and copy of IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT: REAPPOINTMENT OF CARL E. CARNEY AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT

as the same appears of record in my said Office in Court Order Book #47, Page 24

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 29th day of November, 19 85.

H. K. SMITH

CLERK WOOD COUNTY COMMISSION

By: Pauline Eaton
Deputy

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

I, H. K. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcript and copy of

IN RE: CARL E. CARNEY--OATH OF OFFICE--REAPPOINTED MEMBER PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT

as the same appears of record in my said Office in Court Order Book #47, Page 24.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 29th day of November, 19 85.

H. K. SMITH
CLERK WOOD COUNTY COMMISSION

By: Pauline Eaton
Deputy

IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT: REAPPOINTMENT OF CARL E. CARNEY AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT.

It appearing to the Commission that by Order heretofore entered, CARL E. CARNEY was appointed as a member of the Public Service Board of Mineral Wells Public Service District; and

It further appearing to the Commission that the term of office of said CARL E. CARNEY expires as of November 30, 1983;

It further appearing to the Commission that the said CARL E. CARNEY has taken the training program established and administered by the Public Service Commission in conjunction with the Department of Natural Resourses and the Department of Health;

It is, accordingly, ADJUDGED, ORDERED and DECREED that CARL E. CARNEY be, and he is hereby reappointed as a member of the Public Service Board of Mineral Wells Public Service District to serve a term of six years expiring on November 30, 1989.

THE COUNTY COMMISSION OF WOOD COUNTY
By s/ William C. Parrish
William C. Parrish, President

TERM EXPIRES: November 30, 1989.

IN RE: CARL E. CARNEY--OATH OF OFFICE--REAPPOINTED MEMBER PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT.

Came this day, Carl E. Carney, who was heretofore by order of this Commission, reappointed as a member of the Public Service Board of Mineral Wells Public Service District, and the said term of Carl E. Carney will expire on November 30, 1989, and with the approval of the County Commission, the said Carl E. Carney subscribed to the following oath as such reappointed member of the Public Service Board of Mineral Wells Public Service District.

"STATE OF WEST VIRGINIA,
COUNTY OF WOOD TO-WIT:

I, Carl E. Carney, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of REAPPOINTED-MEMBER PUBLIC SERVICE BOARD MINERAL WELLS PUBLIC SERVICE DISTRICT in and for Wood County, West Virginia, to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.

s/ Carl E. Carney

Subscribed and sworn to, before THE COUNTY COMMISSION of Wood County, West Virginia, this 29th day of November, 1983.

H. K. Smith
Clerk Wood County Commission
By: Pauline Eaton, Deputy"

Term expires: November 30, 1989.

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

I, H. K. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcript and copy of IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT: APPOINTMENT OF ROY L. RADABAUGH AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT

as the same appears of record in my said Office in Court Order Book #47, Page 187.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 29th day of November, 19 85.

H. K. SMITH

CLERK WOOD COUNTY COMMISSION

By: Pauline Eaton
Deputy

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

I, H. K. Smith, Clerk of the County Commission in and for the County of Wood and State of West Virginia, having a Seal, and the Officer in whose custody the files, books and records of said Office are required by laws of said State to be kept, do hereby certify that the attached and foregoing writing is a full, true and complete transcript and copy of

IN RE: ROY L. RADABAUGH--OATH OF OFFICE--APPOINTMENT AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT

as the same appears of record in my said Office in Court Order Book #47, Page 187

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Office, at the City of Parkersburg, County of Wood and State of West Virginia, this the 29th day of November, 19 85.

H. K. SMITH
CLERK WOOD COUNTY COMMISSION

By: Pauline Eaton
Deputy

IN RE: MINERAL WELLS PUBLIC SERVICE DISTRICT: APPOINTMENT OF ROY L. RADABAUGH AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT.

It appearing to the Commission tnat by Order heretofore entered, Joseph A. Morrison was appointed as a mem of the Public Service Board of Mineral Wells Public Service District;

It further appearing to the Commission that the said Joseph A. Morrison has now tendered his resignation f the said Public Service District Board, prior to the expiration of the six-year term;

It is, accordingly, ADJUDGED, ORDERED and DECREED that the resignation of Joseph A. Morrison be, and is he accepted with regret, and that Roy L. Radabaugh be, and he is hereby, appointed as a member of the Public Servi Board of Mineral Wells Public Service District to serve the balance of the term of Joseph A. Morrison, expiring on March 1, 1987. In compliance with Chapter 16, Article 13A, Section 3 of the Code of West Virginia, the saic Roy L. Radabaugh has taken the training program to be established and administered by the Public Service Commis in conjunction with the Department of Natural Resources and the Department of Health.

THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA,
By: s/ Holmes R. Shaver
President Pro Tem

TERM EXPIRES: March 1, 1987.

(Roy L. Radabaugh filed a copy of his Inservice Training Certificate, which is hereby ordered to be filed with said appointment)

IN RE: ROY L. RADABAUGH--OATH OF OFFICE--APPOINTMENT AS A MEMBER OF THE PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT.

Came this day, Roy L. Radabaugh, who was heretofore by order of this Commission appointed as a member of Public Service Baord of Mineral Wells Public Service District to fill the vacancy created by the resignation o Joseph L. Morrison on the 18th day of March, 1985, and the said Roy L. Radabaugh's term will expire on the 1st da of March, 1987. With the approval of the County Commission, the said Roy L. Radabaugh subscribed to the follo oath as such appointed member of the Public Service Baord of Mineral Wells Public Service District.

"STATE OF WEST VIRGINIA,
COUNTY OF WOOD TO-WIT:

I, Roy L. Radabaugh, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of office of MEMBER--PUBLIC SERVICE BOARD OF MINERAL WELLS PUBLIC SERVICE DISTRICT in and for Wood County, West Vi to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.

s/ Roy L. Radabaugh

Subscribed and sworn to, before THE COUNTY COMMISSION of Wood County, West Virginia, this 18th day of Marc 1985.

H. K. Smith
Clerk Wood County Commission
By: Pauline Eaton, Deputy"

Fill the unexpired term of Joseph A. Morrison, who resigned. Term expires: March 1, 1987.

BYLAWS GOVERNING THE PUBLIC SERVICE BOARD OF
MINERAL WELLS PUBLIC SERVICE DISTRICT

1. MEETINGS

Regular meetings of the Public Service Board of the Mineral Wells Public Service District shall be held at such date, time and place as the members shall from time to time determine. Special meetings may be called by the Chairman or any two members upon forty-eight (48) hours written or oral notice to all three members.

2. OFFICERS

The officers of the Mineral Wells Public Service District shall consist of a chairman of the Public Service Board, a secretar of the Public Service Board and a treasurer of the Public Service Board. The chairman shall be elected annually at the regular meeti of the Public Service Board held in the month of January from among the three Board members and shall serve a term of one year. The remaining officers need not be members of the Board and shall be selected or elected by the Board for such term of office as the Board shall determine.

3. DUTIES OF OFFICERS

a. Chairman

The chairman shall preside over meetings of the Public Service Board and shall have such other duties as the Board shall from time to time prescribe.

b. Secretary

The secretary shall be responsible for keeping the books, records, seal and minutes of the Public Service Board and, in addition, shall perform such other duties as the Board shall from time to time prescribe.

c. Treasurer

The treasurer shall keep the books of account of the District, shall be responsible for its fiscal affairs and shall perfo such other duties as the Board shall from time to time prescribe.

d. Other Officers

The Board may from time to time designate, elect, employ or appoint such other officers as shall be determined necessary and shall fix their duties, responsibilities and terms of office.

4. COMPENSATION

Members of the Public Service Board of the Mineral Wells Public Service District shall receive an annual salary of five hundred ($500.00) dollars, payable quarterly. No members of the Public Service Board shall receive any additional salary by virtue of being an officer of the Public Service Board. Officers selected or appointed by the Board who are not members of the Board shall be compensated as the Board shall determine.

5. FISCAL YEAR

The fiscal year of Mineral Wells Public Service District shall begin on July 1 and end on June 31.

6. SEAL

The official seal of Mineral Wells Public Service District shall consist of two concentric circles. Inscribed within the inner circle shall be the words "Corporate Seal" and the date "March 23, 1967" and inscribed within the outer circle shall be the name "Mineral Wells Public Service District" as follows:

7. EMPLOYEES

All employees of the Mineral Wells Public Service Distr. shall be appointed by a majority vote of the Public Service Board and shall be employed at the pleasure of the Board at such wage or salary as the Board may from time to time determine.

8. AMENDMENTS

These Bylaws may be amended or enlarged by a majority vote of the Board at any regular meeting of the Board or at any special meeting called for the purpose of amending these Bylaws.

CERTIFICATION

I, R. L. Daugherty, Secretary of Mineral Wells Public Service District, do hereby certify that the foregoing Bylaws of the Public Service Board of Mineral Wells Public Service District were duly adopted at a regular meeting of the Public Service Board held at the office of the District at Daugherty Propane Company, Mineral Wells, West Virginia, on August 25, 1969, at which said meeting all three members of the Public Service Board were present in person.

R. L. Daugherty

R. L. Daugherty, Secretary
Mineral Wells Public Service District

MINUTES OF THE REGULAR MONTHLY MEETING OF THE PUBLIC SERVICE BOARD OF THE MINERAL WELLS PUBLIC SERVICE DISTRICT HELD ON MONDAY EVENING, JANUARY 7, 1985, IN THE DISTRICT"S OFFICE LOCATED AT MINERAL WELLS, WEST VIRGINIA

Roy Radabaugh, Chairman, called the meeting to order at 7:00 p.m. He informed those present that the meeting was being recorded and asked everyone present to state their name. The following people were present: Dan Jones, Charles Scott, Bernard Bosley, Alice Bosley, Lewis Fortner, Service Manager; Roy Radabaugh, Chairman; Robert Morris, Project Coordinator; Joseph A. Morrison, Commissioner; Margaret Batten, Office Clerk; William Pfalzgraf, Attorney; Linda Church, Office Clerk; and Ed Emerick.

Mr. Radabaugh announced that Carl Carney, Commissioner, was not present for the meeting due to illness. He stated that Mr. Carney was ill with near bronchial pneumonia and was not able to be out in the inclement weather.

Mr. Radabaugh read item 2 of the water department agenda. Read, approve or amend Minutes of the Dec. 3, 1984, Board meeting. He announced that he was going to turn the tape recorder off for a few minutes to allow Mr. Morrison and himself time to read the minutes. After reading the minutes, Mr. Radabaugh turned the recorder on and asked for a motion to approve the minutes. Mr. Morrison made a motion to approve the minutes as written. Mr. Radabaugh seconded the motion. The motion was approved by a voice vote.

Item 3: Election of officers. Mr. Radabaugh announced that it is a statutory requirement that a board of commissioners for a public service district reorganize at the first board meeting held each year. Joseph Morrison made a motion that the officers be elected the same as the preceding year. William Pfalzgraf, the District's attorney, verified that the preceding motion was legal. Having the legality of the motion approved, Mr. Radabaugh seconded Mr. Morrison's motion. It was approved by a unanimous voice vote. The officers for the ensuing year are Roy Radabaugh, Chairman; Joseph A. Morrison, Treasurer; and Carl Carney, Secretary.

Item 4: Checks No. 4949 thru 4966 written since last Board meeting needs approved. Mr. Morrison read the following list of checks:

Check No. 4949	City of Parkersburg	$ 17.77
Check No. 4950	Southgate IGA	153.00
Check No. 4951	William H. Byers, Jr.	283.74
Check No. 4952	U. S. Post Office	68.25
Check No. 4953	Lewis C. Fortner	1,059.72
Check No. 4954	William Byers, Jr.	311.49

Check No. 4955	Margaret Batten	693.48
Check No. 4956	William Byers, Jr.	29.51
Check No. 4957	Roy L. Radabaugh	50.00
Check No. 4958	Joseph A. Morrison	50.00
Check No. 4959	WV Public Employees Retirement System	454.05
Check No. 4960	WV Public Employees Insurance Board	385.95
Check No. 4961	Commercial Bank	395.90
Check No. 4962	State Tax Department	412.89
Check No. 4963	WV Workers Compensation Fund	250.39
Check No. 4964	Cash	10.03
Check No. 4965	Radio Shack	27.90
Check No. 4966	Monongahela Power Company	683.21

Joseph Morrison made a motion that the checks be approved as written. Mr. Radabaugh seconded the motion. The motion was approved by a unanimous voice vote.

Moving to Item 6: Checks no. 4967 thru 4992 written and signed this evening need authorized. Mr. Morrison read the following list of checks:

Check No. 4967	Municipal Bond Commission	$1,592.00
Check No. 4968	Farmers Home Administration	2,112.00
Check No. 4969	Commercial Bank	217.00
Check No. 4970	Commercial Bank	110.00
Check No. 4971	Magnet Bank	225.00
Check No. 4972	Barton's Gulf, Inc.	153.35
Check No. 4973	Bobier Electronics	29.00
Check No. 4974	C & P Telephone	145.12
Check No. 4975	Claywood Park Public Service District	5,254.60
Check No. 4976	Daugherty Supply	31.30
Check No. 4977	Davis, Bailey, Pfalzgraf & Hall	451.50
Check No. 4978	Fulton, Inc.	10.00
Check No. 4979	Hope Gas	65.74
Check No. 4980	Ohio Valley Data Control	144.85
Check No. 4981	Parkersburg Office Supply	4.63
Check No. 4982	Sanitary Linen Service	44.56
Check No. 4983	Southern States	2.75
Check No. 4984	Universal Supply	62.34
Check No. 4985	WV Water and Waste Supply	494.18
Check No. 4986	WV Water and Waste Supply	35.00
Check No. 4987	R. D. Wilson & Sons Co.	18.06
Check No. 4988	Buck's Excavating	152.00
Check No. 4989	Harper's Backhoe Service	1,066.24
Check No. 4990	City of Parkersburg	17.77
Check No. 4991	Leary Construction Co.	29.95
Check No. 4992	U. S. Post Office	20.00

Joseph Morrison made a motion that the checks be approved as written. Mr. Radabaugh seconded the motion. The motion was approved by a unanimous voice vote.

Mr. Radabaugh read item 5: Financial statement available for water. The financial report for all finances are not available because we have not received interest from Commercial and Magnet Banks.

Mr. Morrison read the list of receipts on the financial statement. He stated that the total receipts were $15,797.30. He read the total expenditures which were $17,904.37. The balance in the Commercial Bank checking account is $5,230.11, and the balance in the Mountain State Bank checking account is $9,552.53. The total of both checking accounts as of December 31, 1984, is $14,782.64.

Item 7 reads: On January 4, 1985, the District received a breakdown of operating expenses from Claywood Park for July 1984 thru October 1984, for the water treatment plant. Mrs. Batten stated that this was the quarterly report that the District requests for the operating expenses of the water treatment plant. Mr. Morrison questioned the grass cutting expense which was listed as $200.00. It was decided that Lewis Fortner should contact Mr. Bee at Claywood Park and inquire about this charge.

Having completed the agenda from the water department with no comments or questions from the public, Mr. Radabaugh read item 1 from the wastewater treatment facilities project office agenda: Checks numbered 310 thru 323 have been written since the last Board meeting and need the Board's approval. Mr. Morrison read the following list of checks:

Check No. 310	Ohio Mobile Leasing, Inc.	$ 135.00
Check No. 311	W. Va. Dept. of Natural Resources	12.35
Check No. 312	Robert G. Morris	759.82
Check No. 313	Linda Church	208.75
Check No. 314	Robert G. Morris	759.82
Check No. 315	Linda Church	221.52
Check No. 316	Commercial Banking & Trust Co.	301.20
Check No. 317	W. Va. Employees Retirement System	74.77
Check No. 318	Parkersburg Office Supply	6.73
Check No. 319	Mineral Wells Public Service District	28.25
Check No. 320	Robert G. Morris	42.02
Check No. 321	C & P Telephone Co.	145.12
Check No. 322	W. Va. State Tax Dept.	206.29
Check No. 323	W. Va. Workers Compensation Fund	279.59

Joseph Morrison made a motion that the checks be approved as written. Mr. Radabaugh seconded the motion. The motion was approved by a unanimous voice vote.

Item 2: Approve the Financial Report dated December 31, 1984, for the Mineral Wells Public Service District Sewer Project Construction account. Mr. Morrison read the financial statement

aloud and made a motion that the statement be approved as read. Mr. Radabaugh seconded the motion. The motion was approved by a voice vote.

Mr. Radabaugh announced the need for an executive session for the Board of Commissioners and asked if there were any questions or comments from the public before the Board went into executive session.

Mr. Charles Scott said, "I have a question that I would like to ask. The three of us in the trailer court business have reason to believe that. Well, we are required to have DNR permits. We have reason to believe that somebody contacted the DNR in Charleston concerning us three people. I would like to ask if anyone knows anything about that?"

Robert Morris answered, "Yea, I do. I contacted the Water Resources Division concerning every permit within the P.S.D. I have copies of every permit within the District. Not just the three but all of them to see what we are dealing with."

Charles Scott replied, "Well I don't know, but it seems to me that that's a little far-fetched when you don't have a sewer system to accomodate us yet. Even that you should. Evidently it wasn't done in a friendly manner."

Robert Morris answered, "Oh, I don't think that it was done in an unfriendly manner. I just asked for it and I felt that we needed to know exactly what exists to know what we are talking about. It wasn't picked out three people. I got them for everyone in the P.S.D. to be served. It's a matter of information. It's public information. Yea, I wanted to see what we were looking at. You know the same as you come into our office and want this and that."

Charles Scott replied, "There is quite a bit of difference, quite a bit of difference. This is a public office. Any public service, any public problem. What takes place there is of interest to the public. With me and the DNR, this is a private matter between me and the DNR."

Robert Morris answered, "No, those are public documents, not personal. Yea, they sure are."

Charles Scott replied, "We will settle that down the road."

Robert Morris said, "Yea, they are. I asked for them and they gave them to me. I didn't do anything with them. I have got them."

Bernard Bosley asked, "How's the financing progressing?"

Mr. Morris answered, "Fine, it's right on schedule as far as I know. Bill can probably answer that better than I can."

Mr. Bosley asked, "Do you have your money from Farmers Home?"

Mr. Morris replied, "As far as I know. Don't we, Bill?"

William Pfalzgraf answered, "Yes, we have the commitment letter."

Mr. Bosley said, "You have it committed. What's the status of this local financing?"

Mr. Morris asked, "Bill, what is the status of the local?"

Mr. Pfalzgraf asked, "The local bond issue?"

Mr. Morris replied, "Ask Bernard."

Mr. Bosley asked Mr. Pfalzgraf, "How are you going to do your building without your Farmers Home money until after the project is completed?"

Mr. Morris asked, "You are talking about the interim financing?"

Mr. Bosley replied, "Yes."

Mr. Pfalzgraf said, "Our present intentions are both the BANs and GANs - bond anticipation notes and grant anticipation notes. For whatever reason we are unable to do grant anticipation notes, we have to do bond anticipation notes and the alternative is regular construction financing. The application has been made to Commercial Bank. I don't have anything in writing yet, but they tell me that they will do it one way or another. As of right now, I think that BANs and GANs issues will both work."

Alice Bosley said, "You are saying that Commercial Bank is going to lend you the money to construct the sewer and then Farmers Home is going to pick it up."

Mr. Pfalzgraf replied, "Right. No, I am saying more probably we will do what are known as bond anticipation notes and grant anticipation notes."

Mr. Bosley asked, "You're saying the District then? That the district will."

Mr. Pfalzgraf replied, "The District basically issues short term notes at a tax exempt rate which are taken out by the long term FmHA financing and the grant money. The reason for grant anticipation notes is in order to make money rather than you have to have them. You don't necessarily have to have grant anticipation notes. You do GANs in order to make more money available for the project. BANs are construction financing.

Mr. Radabaugh stated that Baker Watts is going to handle our GANs and BANs.

Mr. Pfalzgraf said, "We already have their computer run on BANs. They are doing another run now on GANs.

Alice Bosley asked, "Did the PSC grant you the hearing and you are not going to have another voting period?"

Mr. Morris replied, "The hearing is set for Feb. 11. We have not heard from them yet. It is in the paper tonight. We have not received official notification yet."

Alice Bosley said, "Then you don't know whether we will get to vote again or not."

Mr. Morris replied, "Not at this point. The verbal opinion had been that we wouldn't, but I don't know."

Mrs. Bosley answered, "But the correspondence said we would."

Mr. Morris said, "One did and one didn't is what the problem was. I just can't answer because I did not know that the date had been set until someone called and told me that it was in the paper."

Mr. Bosley asked, "How will this effect your EPA money and the contractors's bids. Their time will expire before the February hearing."

Mr. Morris said, "That will just be handled by an extension. All three of them - the contract bids, EPA and WDA. They are already aware of it. When we asked them to cancel the last application for a certificate, they were aware that we would reapply and ask for an extension."

Mr. Bosley asked, "Is there any possibility that they might not grant an extension. You have already asked what, two or three times?"

Mr. Morris replied, "I don't really know Bernard, whether it was twice, once or twice. I don't really know how many extensions we have had. I have talked to them and don't anticipate any problems."

Mr. Scott asked, "Has this District ever willingly or knowingly violated the law in their business?"

Mr. Radabaugh and Mr. Morris both replied, "Not that I know of."

Mr. Scott handed Mr. Radabaugh a letter. Mr. Radabaugh said,

"This says 1978."

Mr. Scott stated, "That for eleven months after you were warned you you were illegal."

Mr. Radabaugh said, "This says may be illegal."

Mr. Scott asked, "What do you think?"

Mr. Radabaugh replied, "They didn't send anyone to jail did they?"

Mr. Scott said, "No, I know that it's water over the dam. I think the bad part of it is they didn't try to correct it eleven months after you knew about it."

Mr. Radabaugh replied, "I was not a member of the Board at that time."

Mr. Scott said, "I know that you weren't."

Mr. Radabaugh said, "I am sure that if Mr. Pfalzgraf was the counsel for the District, it may have taken that long to go through the legal process. I don't know."

Mr. Scott replied, "No, that states it was eleven months before you made application to correct it."

Mrs. Batten asked, "Was that Mineral Acres?" I looked that information up for Mr. McQueen some time ago. I spent considerable time. Mr. McQueen was suppose to call me back. He never did. It' about the rate for Mineral Acres sewer system. We had no ide what to charge them because we had no experience. That is wha the letter is about."

No further comments from the audience, Mr. Morrison moved tha the Board go into executive session, after a short break, to consid er a personnel item and a finance item. Mr. Radabaugh seconde the motion. The motion was approved by a voice vote.

Mr. Radabaugh called the meeting to order at the close of the execu tive session.

Mr. Morrison made a motion to raise Linda Church's hourly rat from $4.50 to $5.00 an hour. Mr. Radabaugh seconded the motior The motion was approved by a unanimous voice vote.

Mr. Radabaugh asked for a motion to adjourn the meeting. Mr. Morr son made such a motion. Mr. Radabaugh seconded the motion. T motion was approved by a voice vote.

CERTIFICATION

I, Carl E. Carney, Secretary of the Public Service Board of the Mineral Wells Public Service District, a West Virginia corporation, do hereby certify that the foregoing and hereto annexed Minutes are a true and accurate record of the Meeting held at the time and place aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the District on this the 2nd day of December, 1985.

Carl E. Carney

Carl E. Carney, Secretary of the Public Service Board of the Mineral Wells Public Service District, Mineral Wells, WV

2703S

U.S. ENVIRONMENTAL PROTECTION AGENCY
EPA ASSISTANCE AGREEMENT/~~AMENDMENT~~
PART I - ASSISTANCE NOTIFICATION INFORMATION

1. ASSISTANCE ID NO.	2. LOG NUMBER
C-[illegible]241-03-0	Three-C
3. DATE OF AWARD	4. MAILING DATE
SEP 26 1983	OCT 3 1983

5. AGREEMENT TYPE

Cooperative Agreement	
Grant Agreement	X
Assistance Amendment	

6. PAYMENT METHOD: [ ] Advance [X] Reimbursement [ ] Letter of Credit

Send Payment Request To: Grants Management Section

7. TYPE OF ACTION: Continuation

RECIPIENT ORGANIZATION

8. RECIPIENT
Mineral Wells Public Service District
Rt. 2, Box 21
Mineral Wells, West Virginia 26150

9. PAYEE
Mineral Wells Public Service District
Rt. 2, Box 21
Mineral Wells, West Virginia 26150

EIN NO.

CONGRESSIONAL DISTRICT: 1st

10. RECIPIENT TYPE: Public Service District

11. PROJECT MANAGER AND TELEPHONE NO.
Robert G. Morris, Chairman
304/485-7052

12. CONSULTANT (WWT Construction Grants Only)
Cerrone & Vaughn, Inc.
401 Main Street
Wheeling, West Virginia 26003
304/232-5550

EPA CONTACT

13. ISSUING OFFICE (City/State)
Philadelphia, Pennsylvania

14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO.
Dennis Carney, Team Leader
West Virginia Section
215/597-4084

15. EPA CONGRESSIONAL LIAISON & TEL. NO.
Patricia Gaskins - 202/382-5184

16. STATE APPL ID (Clearinghouse)

17. FIELD OF SCIENCE: N/A

18. PROJECT STEP (WWT C[illegible] Only): III

19. STATUTORY AUTHORITY
Clean Water Act, Title II

20. REGULATORY AUTHORITY
40 CFR, Part 35

21. STEP 2 + 3 & STEP 3 (WWT Construction Only)

a. Treatment Level	3
b. Project Type	NEW
c. Treatment Process	4
d. Sludge Design	5

22. PROJECT TITLE AND DESCRIPTION The project consists of the construction of a 0.3 MGD aerated lagoon treatment plant and 87,000 L. F. of 8"-12" gravity sewers, 28,000 L. F. of 1-1/[illegible] 3" pressure sewers, 32,000 L. F. of 6"-10" force main, 112 grinder pumps and 5 lift stations. The new system will serve the Mineral Wells PSD in Wood Cty, W. Va. The eli[illegible] project includes allowable associated costs as defined in 40 CFR 35.2250 up to the amou[illegible] shown in Part II of the Assistance Agreement.

23. PROJECT LOCATION (Areas Impacted by Project)

City/Place	County	State	Congressional District
Mineral Wells	Wood	WV	1st

24. ASSISTANCE PROGRAM (CFDA Program No. & Title): 66.418

25. PROJECT PERIOD: 10/83 - 11/86

26. BUDGET PERIOD: N/A

27. COMMUNITY POPULATION (WWT CG Only): 3,000

28. TOTAL BUDGET PERIOD COST: N/A

29. TOTAL PROJECT PERIOD COST: $7,053,000

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
30. EPA Amount This Action		$5,417,100	
31. EPA In-Kind Amount			
32. Unexpended Prior Year Balance			
33. Other Federal Funds			
34. Recipient Contribution			
35. State Contribution			
36. Local Contribution			
37. Other Contribution			
38. Allowable Project Cost		$7,053,000	

39. FISCAL

Program Element	FY	Appropriation	Doc. Control No.	Account Number	Delivery Class	Obligation Decision Amount
GRPW80	79-R	68X0103.B	WR7902	HGHP036006	41.11	$1,064,051
GDJW80	81-R	68X0103.D	WR8101	HGDJ036006	41.11	[illegible]
GKAW80	83	68X0103.F	W83001	3GKA036006	41.11	3,666,609
[illegible]	82-C	68X0103.E	WAC009	HGHL036006	41.11	127,350

EPA Form 5700-20A (Rev. 5-82) Replaces previous editions and EPA Forms 5700-1A, B, C and D, all of which are obsolete.

TABLE A – OBJECT CLASS CATEGORY (Non-construction)	TOTAL ESTIMATED COST
1. PERSONNEL	
2. FRINGE BENEFITS	
3. TRAVEL	
4. EQUIPMENT	
5. SUPPLIES	
6. CONTRACTUAL	
7. CONSTRUCTION	
8. OTHER	
9. TOTAL DIRECT CHARGES	
10. INDIRECT COSTS: RATE % BASE	
11. TOTAL *(Share: Recipient ____%. Federal ____%)*	
12. TOTAL APPROVED ASSISTANCE AMOUNT	$ N/A

TABLE B – PROGRAM ELEMENT CLASSIFICATION (Non-construction)	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12. TOTAL *(Share: Recipient ____% Federal ____%)*	
13. TOTAL APPROVED ASSISTANCE AMOUNT	$ N/A

TABLE C – PROGRAM ELEMENT CLASSIFICATION (Construction)	BASIC	ALTERNATIVE
1. ADMINISTRATION EXPENSE	$ 56,150	$ 10,137
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES	77,014	13,908
5. OTHER ARCHITECTURAL ENGINEERING FEES	129,927	23,461
6. PROJECT INSPECTION FEES	479,907	86,671
7. LAND DEVELOPMENT		
8. RELOCATION EXPENSES		
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES		
10. DEMOLITION AND REMOVAL		
11. CONSTRUCTION AND PROJECT IMPROVEMENT	5,737,000	1,036,102
12. EQUIPMENT		
13. MISCELLANEOUS		
14. TOTAL *(Lines 1 thru 13)*		
15. ESTIMATED INCOME *(If applicable)*		
16. NET PROJECT AMOUNT *(Line 14 minus 15)*		
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES	573,022	103,221
19. TOTAL *(Share: Recipient 15 %. Federal 75/10 %)*	7,053,000	1,273,500
20. TOTAL APPROVED ASSISTANCE AMOUNT $5,407,400	(75%) $ 5,289,750	(10%) $ 127,350

a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

b. SPECIAL CONDITIONS

(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)

The grantee is subject to all the requirements of 40 CFR Part 35 Subpart I, Part 30, Part 33, and other pertinent regulations. The grantee is directed to certain following special considerations of those requirements.

1. Regulations Affecting Federal Grant Payments

a. Payment shall not be made for Step III professional services until the grantee complies with the procurement requirements of 40 CFR Part 33 Subpart A.

b. The Regional Administrator shall not pay more than 50% of the Federal share unless the grantee has furnished a satisfactory final plan of operation, and shall not pay more than 90% unless the grantee has furnished a satisfactory operation and maintenance manual (40 CFR 35.2206).

c. Payments shall be made in accordance with 40 CFR 35.2300.

d. The grantee may submit requests for payments for allowable costs incurred in accordance with the following schedule:

Payment No.	Date	Payment	Cumulative Amount (not to be exceeded)
1	1/84	$ 1,389	$ 1,389
2	2/84	4,862	6,251
3	3/84	36,630	42,881
4	4/84	254,537	297,418
5	5/84	247,765	545,183
6	6/84	347,330	892,513
7	7/84	444,550	1,337,063
8	8/84	416,795	1,753,858
9	9/84	486,260	2,240,118
10	10/84	408,307	2,648,425
11	11/84	347,330	2,995,755
12	12/84	138,930	3,134,685
13	1/85	208,400	3,343,085
14	2/85	173,660	3,516,745
15	3/85	173,660	3,690,405
16	4/85	173,660	3,864,065
17	5/85	173,660	4,037,725
18	6/85	173,660	4,211,385
19	7/85	173,660	4,385,045
20	8/85	173,660	4,558,705
21	9/85	77,590	4,636,295
22	10/85	218,123	4,854,418

Payment No.	Date	Payment	Cumulative Amount (not to be exceeded)
23	12/85	$ 13,064	$4,867,482
24	9/86	7,908	4,875,390
25	11/86	541,710	5,417,100

2. Project Schedule Changes

For any changes in the project which increase the cost, delay or accelerate the project or alter the project in other ways (40 CFR 35.2204), the grantee must receive a formal grant amendment from the Regional Administrator before implementing the changes. Of particular interest is any change in the building completion date as referenced in 40 CFR 35.2216 and the initiation of project operation date. The latter date is considered, at the time of this grant, to be 11/85. The grantee further agrees to provide the Regional Administrator, upon request, with a revised schedule for payment.

3. Project Initiation

The grantee agrees to initiate the building of all significant elements of the project within 9 months of the date of this grant award (40 CFR 35.2212). To the extent practicable this initiation should not occur before all sites, easements and rights-of-ways are acquired. The grantee shall notify the Regional Administrator immediately upon award of the contracts.

4. Sewer Use Ordinance and User Charge System

The grantee agrees to adopt its sewer use ordinance and implement its user charge system before the treatment works is placed in operation (40 CFR 35.2208).

5. Project Replacement

The grantee shall inform the Regional Administrator within two (2) years after the initiation of the operation of the project if the project is failing to meet the project performance standards. If necessary the Regional Administrator may award 100% of the allowable costs for modification or replacement (40 CFR 35.2032(d)).

6. Project Performance

The grantee agrees to certify to the Regional Administrator on the date one (1) year after the initiation of operation whether the project is capable of meeting the project performance standards [40 CFR 35.2214(d)].

SPECIAL CONDITIONS (CONTINUED)

12. Boundaries

The Mineral Wells Public Service District must, prior to advertising for bids, expand the District's boundaries to include the Pettyville service area.

7. Subagreements and Contracts

a. The grantee agrees to negotiate a subagreement and contract for all services to be awarded under this grant. Such subagreements and contracts shall be in conformance with and incorporate the required clauses of 40 CFR Part 33.

b. A copy of the proposed subagreements and contracts shall be submitted to the Regional Administrator for review and pre-award approval as appropriate under 40 CFR Part 33. The submittal of the proposed subagreements and contracts shall include the procurement records required in Appendix A to 40 CFR Part 33.

c. The grantee shall submit to the Regional Administrator the proposed subagreement and contract cost or price data on EPA Form 5700-41 or on a form which contains similar information.

8. Flood Insurance

The grantee agrees to acquire and maintain at his own cost any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended. This condition shall not be applicable if, on the date of execution of this Assistance Agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location.

9. Land Acquisition

The grantee shall not make any offer to acquire allowable real property until the Regional Administrator approves the price the grantee will offer the property owner (40 CFR 35.2210).

10. Review

The grantee recognizes that approval of any part of this grant, change orders, grant increase amendments, subagreements, any specific items, or eligibility of any other costs will be subject to final review, including project officer review, audit review and final determination of the Grant Approving official.

11. Award Restrictions

The grantee agrees that no portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

ASSISTANCE IDENTIFICATION NO. C-540370-02-0

SPECIAL CONDITIONS (Continued)

PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/~~amendment~~ to the Mineral Wells Public Service District (RECIPIENT ORGANIZATION) for 75/10% of all approved costs incurred up to and not exceeding $ 5,417,100 (ASSISTANCE AMOUNT) for the support of approved budget period effort described in application *(including all application modifications)* C-540241-03 - Mineral Wells Public Service District (DATE AND TITLE) included herein by reference.

ISSUING OFFICE *(Grants Administration Office)*	AWARD APPROVAL OFFICE
ORGANIZATION/ADDRESS Environmental Protection Agency Grants Management Section (3PM32) Curtis Building, 6th & Walnut Streets Philadelphia, Pennsylvania 19106	ORGANIZATION/ADDRESS Environmental Protection Agency Water Management Division (3WM00) Curtis Building, 6th & Walnut Streets Philadelphia, Pennsylvania 19106

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
	Stephen R. Wassersug for Thomas P. Eichler, Regional Administrator	SEP 26 1983

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2, the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE
Robert G. Morris	Robert G. Morris, Chairman	10-06-83

cc.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
6TH AND WALNUT STREETS
PHILADELPHIA, PENNSYLVANIA 19106

MAR 1 1984

Re: C-540241-03
Mineral Wells
Public Service District, West Virginia

Mr. Robert G. Morris, Chairman
Mineral Wells Public Service District
Route 2, Box 21
Mineral Wells, West Virginia 26150

Dear Mr. Morris:

Your request for a three month extension to initiate construction for the referenced project is hereby approved.

The revised date for initiation of construction is September 26, 1984. This is the maximum time extension permitted by 40 CFR 35.2212.

The West Virginia Department of Natural Resources has concurred on February 1, 1984 in this time extension.

Sincerely yours,

Greene A. Jones, Director
Water Management Division

cc: Warren Means, DNR
Cerrone and Vaughn, Inc.

Mailed Copy to Seifer

20.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

841 Chestnut Building
Philadelphia, Pennsylvania 19107

OCT 30 1985

Mr. Roy L. Radabaugh, Chairman
Mineral Wells Public Service District
Route 2, Box 21
Mineral Wells, West Virginia 26150

Re: C-540241-03
Mineral Wells PSD

Dear Mr. Radabaugh:

In reply to your September 27, 1985, request for extension of the expiration date of Wage Determination Numbers WV-83-3022 and WV-83-3023, this is to notify you that we have received a response from the United States Department of Labor.

The Department of Labor has officially extended the expiration date for these Wage Determinations pertaining to your project until December 1, 1985. As a result, the City must issue the notice-to-proceed and initiate construction by this date, or incorporate all subsequent modifications following bid opening up to the initiation of construction.

If you need any further information, please contact the EPA Project Officer, Bruce Smith, at (215) 597-9388.

Sincerely,

R Fenton Roudabush

R. Fenton Roudabush, Chief
Virginia/West Virginia Section
Construction Grants Branch

cc: Mr. Mike Johnson
Department of Natural Resources
Cerrone & Vaughn, Inc.

WDA-2
(August 1985)

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

APPLICATION FOR A CONSTRUCTION LOAN

The undersigned Governmental Agency (the "Applicant") hereby applies to the West Virginia Water Development Authority (the "Authority") for a loan which will provide proceeds in the estimated amount shown on Line 17 of Schedule A hereto, pursuant to the provisions of Chapter 20, Article 5C, of the Code of West Virginia, 1931, as amended. Such loan is to be made by the purchase by the Authority of revenue bonds to be issued by the Applicant, to finance part of the cost of constructing the water development project hereinafter described (the "Project"). This Application shall not constitute a contract or a commitment to enter into a contract.

I. GENERAL

1. Full legal name and address of Applicant: _____

   Mineral Wells Public Service District

   Rt. 2, Box 21, Mineral Wells, WV 26150

   Year established: 1967 Telephone number: 489-2915

2. Name and title of chief administrative officer of Applicant: Roy L. Radabaugh, Chairman

   _____

   Telephone number: 489-2915

3. Location of Project: Wood County, W. Va.

4. Name, address and telephone number of bond counsel: William Pfalzgraf 485-8500
Davis, Bailey, Pfalzgraf & Hall
601 Avery Street, P.O. Box 48
Parkersburg, WV 26102-0048

5. Name, address and telephone number of local attorney: William Pfalzgraf 485-8500
Davis, Bailey, Pfalzgraf & Hall
601 Avery Street, P.O. Box 48
Parkersburg, WV 26102-0048

6. Name, address and telephone number of consulting engineer: D. E. Cerrone 232-5550
Cerrone & Vaughn, Inc.
401 Main Street
Wheeling, WV 26003

7. Name, address and telephone number of independent certified public accountant:
Everett Thompson 485-6584
Harman, Thompson & Mallory
Towne Square, P.O. Box 148, Parkersburg, WV 26102

8. Describe all outstanding waterworks revenue bonds, sewerage system revenue bonds or combined waterworks and sewerage system revenue bonds relating to the System, as hereinafter defined, and attach copies of all related ordinances or resolutions. The description should include the principal amount of such bonds currently outstanding and a schedule of remaining debt service. Restrictions regarding the issuance of additional bonds and the security available for such additional bonds (prior, parity or subordinate) should be described. If no such bonds are outstanding, check this blank: X

II. ENGINEERING

(Attach separate sheets of paper as needed.)

1. Proposed Project:
   a. Type:

Wastewater Treatment/Collection Facility X

Potable Water Treatment/Distribution Facility _____

b. Description: Approximately 17 miles of 8" through 12" gravity sewers, 6 miles of 4" through 12" force mains, 6 miles of 1-1/4" through 3" pressure sewers, 138 grinder pumps, five lift stations, and an aerated facultative lagoon treatment plant.

2. Enclose one copy of the feasibility study or facilities plan.

3. Check permits required for the Project and date received or, if not yet received, date application was submitted:

_____ West Virginia Department of Health;
date received _____
or application submitted _____

__X__ West Virginia Department of Natural Resources;
date received April 24, 1984 - NPDES #WV0081141
or application submitted _____

__X__ Other: W. Va. Public Lands Permit ;
(specify)
date received Feb. 9, 1984
or application submitted _____

_____ Other: _____;
(specify)
date received _____
or application submitted _____

4. List all grants awarded or applied for and assumed in Schedule A. If already awarded, attach copy of grant award or approval. If not yet awarded, give date application was submitted and briefly describe status.

EPA Step III Grant $1,585,580
See attached Part B Approval Letter dated 8/20/85

5. Proposed construction schedule:

Close Loan, Issue Notice to Proceed	11/26/85
Begin actual construction	12/1/85
Draft O & M Manual	9/1/86
Final O & M Manual	3/1/87
Construction Completed	5/1/87
Final Inspection	5/15/87
Initiation of Project Operation	5/15/87

6. Complete attached Schedule A: "Estimated Total Cost of Project and Sources of Funds." Prepare and attach (as Schedule B) a complete "Cash Flow Analysis" for the construction and acquisition of the Project. Such Cash Flow Analysis should show, among other things, the estimated date and amount of disbursements for Project costs and receipts of bond, note and grant proceeds and any other funds to be used for construction and acquisition of the Project.

7. Describe existing facilities, if any, to which the Project will constitute an addition or improvement (together with future additions or improvements, the "System"). If the Project is a start-up system, check this blank: _____.

None, other subdivision package plant which will be abandoned upon completion of this project.

8. Set forth temporary or interim rates during construction (if interest is not capitalized) and permanent rates proposed to be put in effect no later than upon completion of the Project, including the following information:[1]

(a) Detailed breakdown of gross revenues by customer class, i.e., domestic, commercial, industrial and miscellaneous, including numbers and projected flows and data supporting flow projections. This data is to be for the first full year of operation after completion of the Project. Detailed breakdown of operation and maintenance staffing and expenses by utility code classification, including supporting data and explanation of major expense items. This data is to be for the first full year of operation after completion of the Project.

(b) Projected operations during construction (if temporary rates are in effect) and for the first three years of operation after completion of the Project, broken down as to gross revenues, operation and maintenance expenses, resulting net revenues and projected number of customers of the System at the end of each such fiscal year.

(c) Estimated debt service and estimated debt service coverage during such three-year period should be shown based on all outstanding obligations payable from the

[1]For purposes of providing the information below, an annual interest rate of 7.0 percent should be assumed.

revenues of the System and the estimated size of the bond issue calculated on Schedule A. With respect to said bond issue calculated on Schedule A, approximate level debt service with principal payments beginning on the first October occurring at least one year after estimated completion of construction of the Project and ending October 1, 2025, should be used.

9. Set forth the rates for any existing System described in Paragraph 7, above, that have been in effect for the last three fiscal years. Include gross revenues, operation and maintenance expenses by utility code classification for the last three fiscal years, resulting net revenues and number of customers by class, i.e., domestic, commercial, industrial and miscellaneous, of such System at the end of each fiscal year. The last three years' audits by the independent auditors for the System or, if not available for any of said three years, the reports to the Public Service Commission of West Virginia regarding the System must be submitted with this Application. The above requirements of this paragraph may be omitted if all information is contained in such audits or reports.

N/A

* * * *

The undersigned, as a duly authorized representative of the Consulting Engineer, certifies that he has completed Part II of this Application, including the exhibit documents attached, and consents to the use of such information by the Authority in connection with the financing of the Project.

(Signature)

Date: November 8, 1985

The undersigned officer of the Applicant hereby certifies to the West Virginia Water Development Authority that he is duly authorized to execute this Application on behalf of the Applicant and that the information contained in this Application and in the exhibit documents attached hereto is true, correct and complete to the best knowledge and belief of the undersigned.

Name of Applicant (Typed): Mineral Wells P.S.D.

By: (Signature)

Title: Chairman

Date: November 9, 1985

SCHEDULE A

ESTIMATED TOTAL COST OF PROJECT AND SOURCES OF FUNDS

A. Cost of Project

1.	Construction & Elec. Service	$ 5,940,051	
2.	Technical Services	$ 723,470	
3.	Legal and Fiscal	$ 112,000	
4.	Administrative	$ 47,000	
5.	Site and Other Lands	$ 150,000	
6.	Step I and/or Step II or Other Loan Repayment (Specify Type: WDA - Step I & II Loans)	$ 139,165	
7.	Interim Financing Costs	$ -0-	
8.	Contingency	$ 335,849	
9.	Total of Lines 1 through 8		$ 7,447,535

B. Sources of Funds

10.	Federal Grants:[1] (Specify Source)	EPA - Step III	$ 5,185,580
			$
11.	State Grants:[1] (Specify Source)	WDA - Hardship	$ 483,965
			$
			$
			$
12.	Other Grants:[1] (Specify Source)	Interest (Loan @ 11.3%)	$ 200,000
			$
13.	Any Other Source[2] (Specify)	Tap Fees	$ 21,850
14.	Total (Lines 10 thru 13)		$ 5,891,395
15.	Proceeds Required from Bond Issue (Line 9 less Line 14)		$ 1,556,140
16.	Cost of Financing[3]		
	(a) Capitalized Interest (construction period plus six months)	24 mo. @ 7% $ 217,860	
	(b) Funded Reserve Account[4]	$	
	(c) Other Costs:	$	
		$	
		$	$ 217,860
17.	Size of Bond Issue (Line 15 plus line 16)		$ 1,774,000

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[1]Attach supporting documentation, if available. If not yet available, state such.

[2]Include the proceeds of any parity or subordinate bond issue to be used for such purpose.

[3]Do not include the Authority's costs of financing.

[4]Contact the Authority prior to completing this Schedule if the Reserv Account will be funded.

[5]For example, fees of bond counsel for the Governmental Agency.

SCHEDULE B

MINERAL WELLS P.S.D.

9-Nov-85

Month		Construc.	Project Coord.	NDA Repays't	Land & R/W	Legal	Basic Eng.	Inspection	Stakeout	O&M Manual	Start Up	Bond Counsel	Contin.	Electric Service	Total Draw
	Prior	0	44,000	0	0	0	0	0	0	0	0	0	0	0	44,000
1	Dec. '85	0	3,000	139,165	150,000	100,000	0	0	0	0	0	12,000	0	0	404,165
2	Jan. '86	292,000	0	0	0	0	6000	7500	8,000	0	0	0	30,000	0	343,500
3	Feb. '86	298,000	0	0	0	0	4500	7500	0	0	0	0	0	30,000	332,000
4	Mar. '86	113,000	0	0	0	0	4500	10000	25,000	0	0	0	30,000	0	182,500
5	April '86	214,000	0	0	0	0	4500	40000	0	0	0	0	0	0	258,500
6	May '86	378,000	0	0	0	0	4500	40000	15,000	0	0	0	50,000	0	479,500
7	June '86	570,000	0	0	0	0	4500	40000	0	0	0	0	0	0	614,500
8	July '86	845,000	0	0	0	0	4500	50000	15,770	17,360	0	0	50,000	0	942,630
9	Aug. '86	822,000	0	0	0	0	4500	50000	0	0	0	0	0	0	876,500
10	Sept. '86	631,500	0	0	0	0	4500	40000	0	0	0	0	0	0	676,000
11	Oct. '86	398,000	0	0	0	0	4500	40000	7,500	0	0	0	0	0	442,000
12	Nov. '86	235,000	0	0	0	0	4500	20000	0	0	0	0	50,000	0	309,500
13	Dec. '86	90,000	0	0	0	0	4500	15000	0	0	0	0	0	0	109,500
14	Jan. '87	32,000	0	0	0	0	3500	7500	0	0	0	0	0	0	43,000
15	Feb. '87	48,000	0	0	0	0	3500	7500	0	0	0	0	46,400	0	97,400
16	Mar. '87	72,000	0	0	0	0	3500	15000	0	0	0	0	0	0	90,500
17	April '87	136,500	0	0	0	0	4500	20000	0	17,370	0	0	0	0	178,370
18	May '87	178,000	0	0	0	0	4500	30000	6,500	0	0	0	79,449	0	298,449
19	June '87	271,248	0	0	0	0	4500	30000	0	0	0	0	0	0	306,248
20	July '87	102,000	0	0	0	0	2500	15000	0	0	13,640	0	0	0	133,140
21	Aug. '87	0	0	0	0	0	0	7500	0	0	1,500	0	0	0	9,000
22	Sept. '87	263,311	0	0	0	0	3150	7680	0	0	1,500	0	0	0	275,641
23	Oct. '87	0	0	0	0	0	0	1500	0	0	1,500	0	0	0	3,000
24	Nov. '87	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
25	Dec. '87	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
26	Jan. '88	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
27	Feb. '88	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
28	Mar. '88	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29	April '88	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	May '88	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total		5,918,051	47,000	139,165	150,000	100,000	85,150	541,680	77,770	34,730	24,140	12,000	335,849	30,000	7,447,535

Month	Cash Requirement	EPA Grant Receipt	NDA Grant Receipt	NDA Bond Receipt	Interest Expense (7%)	Tap Fees
Previous	44,000	27,600	0	0	0	21,050
1	404,165	0	0	1,774,000	0	0
2	343,500	0	0	0	9,077	0
3	332,000	0	0	0	9,077	0
4	182,500	255,000	0	0	9,077	0
5	258,500	244,300	24,000	0	9,077	0
6	479,500	134,500	23,000	0	9,077	0
7	614,500	199,300	12,600	0	9,077	0
8	942,630	352,900	17,800	0	9,077	0
9	876,500	452,300	33,100	0	9,077	0
10	676,000	694,000	42,400	0	9,077	0
11	442,000	645,100	65,100	0	9,077	0
12	309,500	697,500	60,500	0	9,077	0
13	109,500	325,300	46,700	0	9,077	0
14	43,000	227,800	30,500	0	9,077	0
15	97,400	80,600	21,300	0	9,077	0
16	90,500	32,000	2,500	0	9,077	0
17	178,370	72,000	3,000	0	9,077	0
18	298,449	67,000	6,700	0	9,077	0
19	306,248	131,300	6,300	0	9,077	0
20	133,140	213,500	12,300	0	9,077	0
21	9,000	24,000	20,000	0	9,077	0
22	275,641	0	0	0	9,077	0
23	3,000	0	0	0	9,077	0
24	1,500	0	0	0	9,077	0
25	1,500	0	0	0	9,077	0
26	1,500	515,200	0	0	0	0
27	1,500	1,100	51,165	0	0	0
28	0	1,100	0	0	0	0
29	0	1,100	0	0	0	0
30	0	0	0	0	0	0
Total	7,447,535	5,185,500	483,965	1,774,000	217,860	

SCHEDULE C

MINERAL WELLS P.S.D.

8 (a) Revenues

	Residential		Nonresidential		Total				
No. of Customers	928		11		939				
	x 12		x 12		x 12				
No. of Bills	11,136	+	132	=	11,268	x	$8.02	=	$ 90,370
M Gal. Water Usage	55,680	+	5,104	=	60,784	x	$3.10	=	188,430
					Total Annual Revenue				$278,800
Operation & Maintenance Expenses (see attached Rule 42 Exhibit									92,242
					NET REVENUES				$186,558

SCHEDULE D

MINERAL WELLS P.S.D.

8 (b) & (c)

	No. Customers	Revenue	O & M Expense	Net Revenues	R & R Reserve	New Connection Reserve	Debt Service	P.S. Reserve	Surplus
1st year	939	$278,800	$ 92,242	$186,558	$13,450	$9,400	$134,460	$20,170	$ 9,078
2nd year	1,042	$307,870	$ 98,700	$209,170	$13,450	$9,400	$134,460	$20,170	$31,690
3rd year	1,042	$307,870	$103,000	$204,870	$13,450	$9,400	$134,460	$20,170	$27,390

MINERAL WELLS PUBLIC SERVICE DISTRICT

SEWER DEPARTMENT

MINERAL WELLS, WEST VIRGINIA

RULE 42 EXHIBITS

COVERING THE TEST YEAR ENDED

JUNE 30, 1984

Harman, Thompson & Mallory
Certified Public Accountants

Commissioners
Mineral Wells Public Service District
Mineral Wells, West Virginia

Re: Sewer Department
Rule 42 Exhibits

In accordance with your request, we submit the following statements and schedules relating to the financial affairs of the Sewer Department as of June 30, 1984 and for the year then ended. All statements and schedules were prepared in accordance with the Public Service Commission of West Virginia Rule 42 - Information to Be Submitted with Filing of Tariff or Application to Initiate or Change Rates.

On February 16, 1983, the Public Service Commission ordered that the Mineral Wells Public Service District put into effect a tariff designated P.S.C. W. Va. Case No. 82-5655-19A effective February 24, 1983.

Mineral Wells Public Service District contemplates greatly expanding its service area for sewage service, install a new treatment plant, and abandon substantially all of the existing plant. For this reason, only Per Books and Pro-Forma operations are shown. Pro-forma adjustments are to reflect the estimated income and expenses of the new facilities when they become operational.

Because substantial portions of the new construction is related to volume, it was determined that economics of scale could not be demonstrated and, therefore, a level rate based on each thousand gallons of water used was appropriate.

In order to determine a proper per gallon rate and to equitably charge all customers for the cost of operations, the Sewer Department costs were allocated between fixed and flow-related as shown in Statement I. The rates so determined were used to complete pro-forma operating revenue.

TOWNE SQUARE, P.O. BOX 148, PARKERSBURG, WEST VIRGINIA 26102 304/485-6584

The following is a comparative presentation of the rates currently in effect and the proposed rates:

CURRENT RATES

AVAILABILITY OF SERVICE

Available for general domestic, commercial, and industrial service in entire area served.

METERED RATE (Per Thousand Gallons)

First 6,000 gallons used per two months $2.04 per 1,000 gallons
Next 14,000 gallons used per two months $1.84 per 1,000 gallons
Next 20,000 gallons used per two months $1.36 per 1,000 gallons
Over 40,000 gallons used per two months $ .88 per 1,000 gallons

MINIMUM CHARGE

The above schedule is subject to a minimum charge of Twelve Dollars and Twenty-Four Cents ($12.24) per two months.

DELAYED PAYMENT PENALTY

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

SEWER TAP FEE (New Service Only)

Each $100.00

PROPOSED RATES

AVAILABILITY OF SERVICE

Available for general domestic, commercial, and industrial service in entire area served.

CUSTOMER CHARGE

Per Customer $16.04 per Two Months

COMMODITY CHARGE

Per M Gallons Used $3.10 per 1,000 Gallons

MINIMUM CHARGE

The above schedule is subject to a minimum charge of Twenty-Eight Dollars and Forty-Four ($28.44) per two months based on usage of 4,000 gallons.

CUSTOMERS NOT ON PUBLIC WATER

These customers will be charged a rate equivalent to a usage of 4.5M gallons per month or Forty-Three Dollars and Ninety-Four Cents ($43.94) per two months.

DELAYED PAYMENT PENALTY

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

SUBSCRIPTION FEE

A fee of $50.00 shall be charged for all customers requiring a connection to the sewer system during the period of constructing the expanded system.

SEWER TAP FEE (New Service Only)

Each $250.00

This charge will be assessed if the subscription fee has not been paid before construction has been completed beyond the resident's home.

As the estimated data and assumptions are, for the most part, not susceptible to an examination conducted in accordance with generally accepted auditing standards, we do not express an opinion on the "pro-forma" portions of the attached statements.

Harman Thompson & Mallory

Parkersburg, West Virginia
December 14, 1984

MINERAL WELLS PUBLIC SERVICE DISTRICT
STATEMENT OF NET INCOME
YEAR ENDED JUNE 30, 1984

STATEMENT A

	REFERENCE	PER BOOKS	PRO-FORMA ADJUSTMENTS	PRO-FORMA
OPERATING REVENUES	Schedule 1	$24,013	$ 264,495	$ 264,495
OPERATING REVENUE DEDUCTIONS				
Operation and Maintenance Expenses	Schedule 2	$25,079	$ 92,242	$ 92,242
Depreciation and Amortization	Statement B	3,999	188,816(12)	188,816
Taxes Other than Federal Income Taxes	(N/A)	-0-	-0-	-0-
Provision for Federal Income Taxes	(N/A)	-0-	-0-	-0-
TOTAL DEDUCTIONS		$29,078	$ 281,058	$ 281,058
NET OPERATING INCOME		$(5,065)	$ (16,563)	$ (16,563)
OTHER INCOME	Schedule 6	1,441	-0-	-0-
OTHER INCOME DEDUCTIONS	Schedule 6	1,263	125,101	125,101
NET INCOME DEFICIT		$(4,887)	$(141,664)	$(141,664)

MINERAL WELLS PUBLIC SERVICE DISTRICT
DETAILS OF OPERATING REVENUES
YEAR ENDED JUNE 30, 1984

STATEMENT A
SCHEDULE 1

	PER BOOKS	PRO-FORMA ADJUSTMENTS	PRO-FORMA
Sales of Sewer Service	$23,408	$255,373	$255,373
Customers' Forfeited Discounts and Penalties	605	7,622(14)	7,622
Miscellaneous Sewerage Revenues	-0-	1,500(14)	1,500
TOTAL SEWER OPERATING REVENUES	$24,013	$264,495	$264,495

MINERAL WELLS PUBLIC SERVICE DISTRICT
DETAILS OF OPERATIONS AND MAINTENANCE EXPENSES
YEAR ENDED JUNE 30, 1984

STATEMENT A
SCHEDULE 2

	PER BOOKS	PRO-FORMA ADJUSTMENTS	PRO-FORMA
COLLECTION EXPENSE			
Maintenance	$	$ 750 (5)	$ 750
PUMPING EXPENSES			
Operation, Supervision, and Engineering	5,412		-0-
Operations - Labor	2,471		-0-
Power and Fuel - Lift Stations		3,667 (4)	3,667
Power and Fuel - Grinder Pumps		2,093 (4)	2,093
Telemetering - Lift Stations		2,400 (7)	2,400
Maintenance - Lift Stations (Transportation)		1,500 (3)	1,500
Maintenance - Pumping Equipment		750 (5)	750
TREATMENT AND DISPOSAL EXPENSE			
Operations - Labor		15,000 (1)	15,000
Supplies and Expense			
Chemical Treatment Expenses	131	1,308 (5)	1,308
Power - Blowers		5,284 (4)	5,284
Utilities		1,360 (4)	1,360
Maintenance - Labor		13,000 (1)	13,000
Maintenance (Transportation)		1,620 (3)	1,620
Maintenance of Treatment Disposal System Equipment	4,917	3,960 (5)	3,960
BILLING AND COLLECTING EXPENSE			
Uncollectible Accounts	97	1,125 (11)	1,125
GENERAL AND ADMINISTRATIVE EXPENSE			
Administrative and General Salaries	2,914	11,000 (1)	11,000
Other General Office Salaries		6,000 (1)	6,000
General Office Supplies and Expenses	1,227	2,910 (6)	2,910
Special Services (Accounting and Auditing)	3,376	3,000 (8)	3,000
Regulatory Commission Expense		500 (10)	500
Insurance		3,000 (9)	3,000
Employees' Welfare Expense and Pension		12,015 (2)	12,015
Miscellaneous General Expenses	3,323		
Rents	1,211		
TOTAL OPERATIONS AND MAINTENANCE EXPENSES	$25,079	$92,242	$92,242

MINERAL WELLS PUBLIC SERVICE DISTRICT
OTHER INCOME AND OTHER INCOME DEDUCTIONS
YEAR ENDED JUNE 30, 1984

STATEMENT A
SCHEDULE 6

	PER BOOKS	PRO-FORMA ADJUSTMENTS	PRO-FORMA
OTHER INCOME			
Interest Income	$1,441	$ -0-	$ -0-
TOTAL OTHER INCOME	$1,441	$ -0-	$ -0-
OTHER INCOME DEDUCTIONS			
Interest on Long-Term Debt	$1,263	$125,101(13)	$125,101
TOTAL OTHER INCOME DEDUCTIONS	$1,263	$125,101	$125,101

MINERAL WELLS PUBLIC SERVICE DISTRICT
PLANT IN SERVICE
YEAR ENDED JUNE 30, 1984

STATEMENT B

	BALANCE END OF YEAR	ADDITIONS	RETIREMENTS	OTHER CHANGES	BALANCE END OF YEAR	WEIGHTED DEPRECIATION RATE	ANNUAL DEPRECIATION
COLLECTING SYSTEM	$ 28,617	$	$	$	$ 28,617	2 1/2%	$ 716
GENERAL PLANT	86,000		86,000		-0-		
NEW SEWER SYSTEM		7,516,000			7,516,000	2 1/2%	187,900
TOTAL	$114,617	$7,516,000	$ 86,000	$ -0-	$7,544,617		$188,616
CONSTRUCTION IN PROGRESS	546,281		546,281		-0-		
TOTAL UTILITY PLANT	$660,898	$7,516,000	$632,281	$ -0-	$7,544,617		$188,616
LESS: Contributions in Aid of Construction	541,957	6,191,000	541,957		6,191,000		154,775
NET INVESTMENT IN UTILITY PLANT	$118,941	$1,325,000	$ 90,324	$ -0-	$1,353,617		$ 33,841

MINERAL WELLS PUBLIC SERVICE DISTRICT
LONG-TERM DEBT
AS OF JUNE 30, 1984

STATEMENT C

WATER DEVELOPMENT AUTHORITY - STEP I		
Issue Date	December 11, 1979	
Maturity Date	December 11, 1982	
Interest (Service Charge)	1%	
Balance Due		$ 11,582
WATER DEVELOPMENT AUTHORITY - STEP II		
Issue Date	June 23, 1982	
Maturity Date	June 23, 1984	
Interest (Service Charge)	1%	
Balance		127,583
TOTAL BALANCE DUE		$ 139,165

The above are to be repaid from other funds obtained.

FARMERS HOME ADMINISTRATION		
Issue Date (Hypothetical)	July 1, 1986	
Maturity Date	July 1, 2026	
Interest Rate	9 1/2%	
Original Amount		$1,325,000

Interest during construction (two years) is to be capitalized. Principal and interest after construction are to be paid over a period of 38 years, with payments due monthly.

ANNUAL PAYMENTS

YEAR	PAYMENTS	INTEREST	PRINCIPAL	RESERVE	PRINCIPAL BALANCE
1	$142,544	$125,875	$ 3,710	$12,959	$1,321,290
2	142,544	125,523	4,062	12,959	$1,317,228
3	142,544	125,139	4,446	12,959	$1,312,782
4	142,544	124,714	4,871	12,959	$1,307,911
5	142,544	124,252	5,333	12,959	$1,302,578
	$712,720	$625,503	$22,422	$64,795	
Average	$142,544	$125,101	$ 4,484	$12,959	

MINERAL WELLS PUBLIC SERVICE DISTRICT
SCHEDULE OF SEWERAGE SERVICE FEES
FOR THE YEAR ENDED JUNE 30, 1984

STATEMENT D

	NO. OF CUSTOMERS	WATER USAGE M GAL
CUSTOMERS		
Residential	845	50,700
Commercial	11	5,104
TOTAL	856	55,804
FIXED COSTS	$82,381	
FLOW PROPORTIONAL COSTS		$172,992
RATE PER CUSTOMER PER MONTH	$ 8.02	
RATE PER M GALLON		$ 3.10
INCOME PRODUCED	$82,381	$172,992

Examples of Bi-Monthly Billings for Selected Consumption

CONSUMPTION M GALLONS	FIXED COMPONENTS	VARIABLE COMPONENTS	TOTAL
2	$16.04	$ 6.20	$ 22.24
3	$16.04	$ 9.30	$ 25.34
5	$16.04	$ 15.50	$ 31.54
10	$16.04	$ 31.00	$ 47.04
50	$16.04	$155.00	$171.04
100	$16.04	$310.00	$326.04

Customers on public water will be charged a rate equivalent to 4.5M gallons per month.

MINERAL WELLS PUBLIC SERVICE DISTRICT
COMPARATIVE BALANCE SHEETS
AS OF JUNE 30, 1983 AND 1984

STATEMENT F

ASSETS AND OTHER DEBITS	1983	1984
UTILITY PLANT	$113,910	114,617
LESS: Reserve for Depreciation	22,604	26,603
UTILITY PLANT LESS RESERVE	$ 91,306	$ 88,014
Utility Plant Adjustment - Construction Work in Progress	392,606	546,281
TOTAL UTILITY PLANT LESS RESERVE	$483,912	$634,295
INVESTMENT AND FUND ACCOUNTS		
Miscellaneous Fund Accounts	$ 4,741	$ 36,003
CURRENT AND ACCRUED ASSETS		
Working Funds	$ 6,593	$ 3,353
Temporary Cash Investments	12,866	12,863
Accounts Receivable	2,845	3,455
Materials and Supplies	1,822	1,822
TOTAL CURRENT AND ACCRUED ASSETS	$ 24,126	$ 21,493
TOTAL ASSETS AND OTHER DEBITS	$512,779	$691,791
LIABILITIES AND OTHER CREDITS		
EARNED SURPLUS	$ (4,636)	$ (9,523)
LONG-TERM DEBT	$ 99,902	$139,165
CURRENT AND ACCRUED LIABILITIES		
Accounts Payable	$ -0-	$ 225
Payables to Associated Companies	3,916	7,327
TOTAL CURRENT AND ACCRUED LIABILITIES	$ 3,916	$ 7,552
DEFERRED CREDITS		
Other Deferred Credits	$ 10,440	$ 12,640
CONTRIBUTIONS IN AID OF CONSTRUCTION	$403,157	$541,957
TOTAL LIABILITIES AND OTHER CREDITS	$512,779	$691,791

MINERAL WELLS PUBLIC SERVICE DISTRICT
DETAILS OF ADJUSTMENTS
AS OF JUNE 30, 1984

STATEMENT G

It is contemplated that all or virtually all of the present utility plant will be abandoned and the entire method of operations will be changed. For this reason, the actual operations for the year ended June 30, 1984 and the estimated income and expenses for the first full year of operations are the only items presented. It is believed that a "going level" presentation of operations would be meaningless, therefore, the pro-forma adjustments show the estimated costs of operating the new system and have no relationship to the current operations.

-1-

Treatment and Disposal Expense	- Operating Labor	15,000
	- Maintenance Labor	13,000
General and Administrative Expense	- General and Administrative Salaries	11,000
	- Other General Office Salaries	6,000

To record estimated salaries as follows:

Wages and Salaries	
Superintendent (over both the water and sewer operation 1/2 his salary)	11,000
Operator	15,000
Maintenance Person	13,000
Part-Time Clerical Help	6,000

-2-

General and Administrative Expenses - Employees' Welfare Expense and Pensions	12,015

To record fringe benefits including pension and hospitalization insurance and FICA expense @ 26.7% of wages

-3-

Pumping Expense - Maintenance Lift Station (Transportation)	1,500
Treatment and Disposal Expense - Maintenance (Transportation)	1,620

To record transportation costs in connection with inspection and repairing system, computed as follows:

Transportation	
Travel expenses were based on an average of 200 miles per week to operate and maintain collection and treatment system at $0.30/mile 200 x $0.30 x 52/weeks =	3,120

-4-

Pumping Expense - Power and Fuel - Lift Stations	3,667
- Power and Fuel - Grinder Pumps	2,093
Treatment and Disposal Expense - Power - Blowers	5,284
- Utilities	1,360

To record estimated power and other utilities as follows:

Lift Stations	
Stoops Road	471
Jackson Run	1,122
Route 21	1,707
Bonnivale	301
Benson	66
	3,667
Grinder Pump Power	2,093
Treatment Plant	
Aeration Blowers	5,284
Heat, Light, and Miscellaneous	1,360
TOTAL	12,404

-5-

Collection Expense - Maintenance	750
Pumping Expenses - Maintenance	750
Treatment and Disposal System - Chemical Treatment Expense	1,308
- Maintenance Disposal System Equipment	3,960

To record estimated costs of maintenance and supplies as follows:

Chlorine - 5,232 lbs/yr. @ $.25 per lb.	1,308
Fuel Oil (For Generator)	510
Generator Maintenance - Service Contract	750
Emergency Repairs	2,000
Maintenance Material	2,200
	6,768

-6-

General and Administrative Expense - General Office Supplies and Expenses 2,910

To record estimated expenses as follows:

Telephone Line to Plant - 1/2 of Costs to Office	1,000
Utilities for Heating and Lighting	600
Stationery and Supplies	500
Postage	810
	2,910

-7-

Pumping Expense - Telemetering Lift Stations		2,400
To record estimated expenses as follows:		
Five (5) commercial phone lines are required for the lift station telemetering system. Cost estimated at $40.00/mo. for each line (5) ($40.00) (12) =	2,400	

-8-

General and Administrative Expense - Special Services		3,000
To record estimated costs of the following professional services:		
Accounting, Legal, and Auditing	3,000	

-9-

General and Administrative Expenses - Insurance		3,000
To record estimated costs of the following insurance:		
Physical Damage, Liability	3,000	

-10-

General and Administrative Expense - Regulatory Commission Expense		500
To record estimated costs		

-11-

Billing and Collecting Expenses - Uncollectible Accounts		1,125
To record estimated uncollectible accounts		

-12-

Depreciation and Amortization		188,816
To record estimated depreciation per Statement B		

-13-

Other Income Deductions - Interest Expense		125,101
To record interest expense per Statement C		

-14-

Customers' Forfeited Discounts and Penalties		7,622
Miscellaneous Sewerage Revenues		1,500
To record estimated revenues		

-15-

Sales of Sewer Service	255,373

To record estimated income per Statement D

-16-

Principal	4,484
Bond Reserve Deposits	12,959

To record debt service requirement in addition to interest per Statement C

-17-

Reserve for Renewals and Replacements	13,450

Renewal and replacement of equipment is expected to follow this schedule:

Grinder Pumps	Every 10 Years
Lift Station Pumps	Every 10 Years
Treatment Plant Blowers	Every 10 Years

A. Grinder Pumps $700.00 replacement cost

$\frac{\$700.00}{10 \text{ Yrs.}}$ x 135 pumps 9,450

B. Lift Station Pumps $3,000.00 replacement cost

$\frac{\$3,000.00}{10 \text{ Yrs.}}$ x 10 pumps 3,000

C. Treatment Plant Blowers $5,000.00 replacement cost

$\frac{\$5,000.00}{10 \text{ Yrs.}}$ x 2 blowers 1,000

TOTAL 13,450

-18-

Reserve for New Service Connections	9,400

This is estimated as follows:

Annual Cost of New Service Connections	
1 Short Connection	4,545
1 Long Connection	5,355
TOTAL	9,900
LESS: Tap Fees (2 x $250)	500
New Service Connection Cost	9,400

MINERAL WELLS PUBLIC SERVICE DISTRICT
CASH FLOW STATEMENT
FOR THE YEAR ENDED JUNE 30, 1984

STATEMENT H

	PER BOOKS	PRO-FORMA ADJUSTMENTS	PRO-FORMA
Operating Revenues	$ 24,013	$	$ 264,495
Other Income	1,441		-0-
LESS: Operation and Maintenance Expense	(25,079)		(92,242)
Other Income Deductions	(1,263)		(125,101)
NET CASH FROM OPERATIONS	$ (888)	$ -0-	$ 47,152
DEBT SERVICE AND RESERVE REQUIREMENTS			
Principal Reduction	$ -0-	$ 4,484(16)	$ 4,484
Bond Reserve Deposit	-0-	12,959(16)	12,959
Reserve for Renewals and Replacements	-0-	13,450(17)	13,450
Reserve for New Service Connections	-0-	9,400(18)	9,400
TOTAL	$ (888)		$ 40,293
SURPLUS	$ (888)		$ 6,859

MINERAL WELLS PUBLIC SERVICE DISTRICT
ALLOCATION OF PRO-FORMA COSTS
JUNE 30, 1984

STATEMENT I

	TOTAL	FIXED	FLOW PRO-PORTIONAL
OPERATION AND MAINTENANCE			
A. Wages and Salaries	$ 45,000	$45,000	$ -0-
B. Wages, Taxes, and Fringe Benefits	12,015	12,015	-0-
C. Transportation	3,120	3,120	-0-
D. Utilities	12,404	1,360	11,044
E. Supplies and Maintenance	6,768	5,460	1,308
F. Office Expenses	2,910	2,910	-0-
G. Telemetering	2,400	2,400	-0-
H. Professional Services	3,000	3,000	-0-
I. Insurance	3,000	3,000	-0-
J. Regulatory Commission Expenses	500	500	-0-
K. Bad Debts	1,125	1,125	-0-
	$ 92,242	$79,890	$ 12,352
RENEWAL AND REPLACEMENT	13,450	-0-	13,450
NEW SERVICE CONNECTIONS	9,400	9,400	-0-
SUB-TOTAL	$115,092	$89,290	$ 25,802
DEBT SERVICE	129,585		129,585
DEBT SERVICE RESERVE	12,959		12,959
SALES OF SEWER SERVICE	$257,636	$89,290	$168,346
LESS: Miscellaneous Income	(9,122)	(9,122)	-0-
	$248,514	$80,168	$168,346

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
841 Chestnut Building
Philadelphia, Pennsylvania 19107

AUG 20 1985

CERTIFIED MAIL

RE: C-540241-03
Mineral Wells
Public Service District

Mr. Roy L. Radabaugh, Chairman
Mineral Wells Public Service District
Route 2, Box 21
Mineral Wells, West Virginia 26150

Dear Mr. Radabaugh:

You were advised by mailgram on June 21,1985, that the bidding procedures for Contracts 1, 2, 3, 4, 5, 6 & 7 of the referenced project were approved and that the contracts could be awarded to the low responsive bidders as indicated by the proposals you submitted.

In addition, EPA Form 5780-1B is approved with the following revisions:

ITEM	FOR GRANT PARTICIPATION
A. Construction	
1. Contract 1	$ 694,648
2. Contract 2	475,034
3. Contract 3	1,075,291
4. Contract 4	862,426
5. Contract 5	1,350,389
6. Contract 6	385,000
7. Contract 7	796,740
B. Technical Services	685,694 1/
C. Electric Service	30,000
D. Administrative	55,773 2/
E. Contingency	281,905 3/
F. Total	$6,692,900

1/ Technical Services have been prorated at .9542
2/ Allowable Administrative Services reflect proration at .9542
3/ Contingency reduced to reflect allowable amount to nearest $100. increment

AUG 23 1985

As the revised eligible project cost is $6,692,900, the grant has been decreased with the concurrence of the West Virginia Department of Natural Resources to an amount not to exceed $5,185,580, which includes $5,019,670 in basic funds and $165,910 in alternative funds. The original and one copy of the Assistance Amendment reflecting the decrease in Federal obligation are enclosed. Please execute the amendment and return the original, within twenty-one days of your receipt to Ms. Catherine Mastropieri, Chief, Grants Management Section. The copy should also be signed and retained for your files.

When the contracts have been awarded, one executed copy of the construction agreements, performance and payment bonds, and the Notices-to-Proceed should be promptly submitted to this office, and one similar set forwarded to the West Virginia Department of Natural Resources. Payments will not be made by this office for construction until our receipt of these items.

The Assistance Agreement for the project has conditions which require the submission and approval of certain documents to satisfy regulatory requirements of the program and which are enforced through the grant payment process. In order to assure timely processing of payment requests, these documents must be submitted through the State Agency in advance of the payment milestone specified in the Assistance Agreements.

We are enclosing information sheets outlining the procedures to be followed in making contract modifications and for submitting partial payment request.

Sincerely,

Alvin R. Morris, Director
Water Management Division

Enclosures (2)

cc: Mr. Mike Johnson, WVDNR
Mr. Edgar Henry, WDA
Cerrone & Vaughn, Inc.

WDA-3
(November 1985)

STATE OF WEST VIRGINIA
WATER DEVELOPMENT AUTHORITY
1201 DUNBAR AVENUE
DUNBAR, WV 25064

(304) 348-3612

November 22, 1985

CERTIFIED MAIL

Mr. Roy L. Radabaugh, Chairman
Mineral Wells Public Service District
Route 2, Box 21
Mineral Wells, WV 26150

The West Virginia Water Development Authority (the "Authority") has received the Application for a Construction Loan (the "Application") of the Mineral Wells PSD (the "Governmental Agency") under the Authority's Water Development Loan Program (the "Loan Program"). The Authority has reviewed the Application and has determined initially that the Governmental Agency qualifies for participation in the Loan Program. The Authority hereby agrees that, upon receipt of a satisfactorily completed Amended Application for a Construction Loan reflecting actual bids received by the Governmental Agency, receipt of an executed Loan Agreement and an executed Supplemental Loan Agreement with the Governmental Agency and final determination of qualification based on such documents, it will lend the Governmental Agency the amount requested in the Application, subject to the Governmental Agency's satisfaction of the conditions precedent set forth in said Loan Agreements. Such loan will be made through the purchase of two series of revenue bonds of the Governmental Agency respectively with funds from the Loan Program pool and with other available funds of the Authority.

This letter may be used for the purpose of securing state and federal governmental approvals for the Governmental Agency's water development project and financing thereof.

Edgar N. Henry

EDGAR N. HENRY, PE - DIRECTOR

c Mr. Bill Pfalzgraf
Public Service Commission
Department of Natural Resources
Jackson, Kelly, Holt & O'Farrell

Application - WDA-2
Date Signed: November 9, 1985
Signed By: Roy L. Radabaugh, Chairman

Schedule A
Size of Bond Issue: $1,774,000
WDA Grant: $683,965

WDA-4
(August 1985)

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

AMENDED APPLICATION FOR A CONSTRUCTION LOAN

1. Full legal name of Applicant: Mineral Wells Public Service District

2. Date of original Application for a Construction Loan (the "Original Application") (date signed by Applicant): November 8, 1985

3. (a) Date bids for Project were received: Sept. 20, 1984
   (b) Expiration date of bids: Dec. 1, 1985
   (c) Attach copies of apparent responsible, acceptable low bids.

4. Complete attached Amended Schedule A: "Total Cost of Project and Sources of Funds," based on bids received. Revise and attach (as Amended Schedule B) a complete "Cash Flow Analysis" for the Project, based on bids received.

5. Set forth any other modifications to information included in or with the Original Application. Indicate to which paragraph of or exhibit to the Original Application the modified information applies.

* * * *

The undersigned, as a duly authorized representative of the Consulting Engineer, certifies that he has completed this Amended Application, including the exhibit documents attached, and consents to the use of such information by the Authority in connection with the financing of the Project.

CERRONE & VAUGHN, INC.

(Signature)

Date: November 25, 19 85

The undersigned officer of the Applicant hereby certifies to the West Virginia Water Development Authority that he is duly authorized to execute this Amended Application on behalf of the Applicant and that the information contained in this Amended Application and in the exhibit documents attached hereto is true, correct and complete to the best knowledge and belief of the undersigned.

Name of Applicant (Typed): Mineral Wells P.S.D.

By: (Signature) [signature]

Title: Chairman

Date: November 25, 1985

SCHEDULE A

ESTIMATED TOTAL COST OF PROJECT AND SOURCES OF FUNDS

A. Cost of Project

1.	Construction & Elec. Service	$ 5,940,051	
2.	Technical Services	$ 723,470	
3.	Legal and Fiscal	$ 112,000	
4.	Administrative	$ 114,100	
5.	Site and Other Lands	$ 150,000	
6.	Step I and/or Step II or Other Loan Repayment (Specify Type: WDA - Step I & II Loans)	$ 139,165	
7.	Interim Financing Costs	$ -0-	
8.	Contingency	$ 335,849	
9.	Total of Lines 1 through 8		$ 7,514,635

B. Sources of Funds

10.	Federal Grants:[1] (Specify Source)	EPA - Step III	$ 5,185,580
11.	State Grants:[1] (Specify Source)	WDA - Hardship	$ 683,965
12.	Other Grants:[1] (Specify Source)		
13.	Any Other Source[2] (Specify)	Interest	$ 67,100
		Tap Fees	$ 21,850
14.	Total (Lines 10 thru 13)		$ 5,891,395
15.	**Proceeds Required from Bond Issue** (Line 9 less Line 14)		$ 1,556,140
16.	Cost of Financing[3]		
	(a) Capitalized Interest (construction period plus six months)	24 mo. @ 7% $ 217,860	
	(b) Funded Reserve Account[4]	$	
	(c) Other Costs: $		
	$		
	$		$ 217,860
17.	Size of Bond Issue (Line 15 plus line 16)		$ 1,774,000

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[1] Attach supporting documentation, if available. If not yet available, state such.

[2] Include the proceeds of any parity or subordinate bond issue to be used for such purpose.

[3] Do not include the Authority's costs of financing.

[4] Contact the Authority prior to completing this Schedule if the Reserve Account will be funded.

[5] For example, fees of bond counsel for the Governmental Agency.

MINERAL WELLS P.S.D.

25-Nov-85

Month	Construc.	Project Coord.	WDA Repaym't	Land & F.W	Legal	Basic Eng.	Inspection	Stakeout	O&M Manual	Start Up	Bond Counsel	Contin.	Electric Service	Total Draw
Previous	0	44,000	0	0	0	0	0	0	0	0	0	0	0	44,000
1 Dec '85	0	3,000	139,165	150,000	100,000	0	0	0	0	0	12,000	0	0	404,165
2 Jan '86	252,000	3,000	0	0	0	6000	7500	8,000	0	0	0	30,000	0	346,500
3 Feb '86	270,000	3,000	0	0	0	4500	7500	0	0	0	0	0	34,000	319,000
4 Mar '86	153,000	3,000	0	0	0	4500	10000	25,000	0	0	0	30,000	0	185,500
5 Apr '86	214,000	3,000	0	0	0	4500	40000	0	0	0	0	0	0	261,500
6 May '86	336,000	3,000	0	0	0	4500	40000	15,000	0	0	0	50,000	0	482,500
7 June '86	570,000	3,000	0	0	0	4500	40000	0	0	0	0	0	0	617,500
8 July '86	677,000	4,000	0	0	0	4500	50000	15,770	17,760	0	0	50,000	0	914,030
9 Aug '86	[illegible]	4,000	0	0	0	4500	50000	0	0	0	0	0	0	669,500
10 Sept '86	631,500	4,000	0	0	0	4500	40000	0	0	0	0	0	0	680,000
11 Oct '86	350,000	3,000	0	0	0	4500	40000	7,500	0	0	0	0	0	435,000
12 Nov '86	220,000	3,000	0	0	0	4500	20000	0	0	0	0	50,000	0	312,500
13 Dec '86	98,000	3,000	0	0	0	4500	15000	0	0	0	0	0	0	111,500
14 Jan '87	32,000	3,000	0	0	0	3500	7500	0	0	0	0	0	0	46,000
15 Feb '87	40,000	3,000	0	0	0	3500	7500	0	0	0	0	46,400	0	102,400
16 Mar '87	72,000	3,000	0	0	0	3500	15000	0	0	0	0	0	0	93,500
17 Apr '87	136,500	3,000	0	0	0	4500	20000	0	17,370	0	0	0	0	181,370
18 May '87	176,000	3,000	0	0	0	4500	30000	6,500	0	0	0	79,449	0	297,449
19 June '87	271,750	3,000	0	0	0	4500	30000	0	0	0	0	0	0	309,750
20 July '87	102,000	3,000	0	0	0	2500	15000	0	0	13,140	0	0	0	136,140
21 Aug '87	0	4,000	0	0	0	0	7500	0	0	1,500	0	0	0	13,000
22 Sept '87	265,331	3,100	0	0	0	3150	7680	0	0	1,500	0	0	0	278,741
23 Oct '87	0	0	0	0	0	0	1500	0	0	1,500	0	0	0	3,000
24 Nov '87	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
25 Dec '87	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
26 Jan '88	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
27 Feb '88	0	0	0	0	0	0	0	0	0	1,500	0	0	0	1,500
28 Mar '88	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29 April '88	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30 May '88	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5,910,951	114,100	139,165	150,000	100,000	85,150	501,680	77,770	34,730	24,140	12,000	335,849	30,000	7,514,635

Month	Cash Requirement	EPA Grant Receipt	WDA Grant Receipt	KZS Bond Receipt	Tap Fees
Previous	44,000	27,600	0	0	21,050
1	404,165	0	0	1,774,000	0
2	346,500	0	0	0	0
3	334,000	0	0	0	0
4	185,500	255,000	0	0	0
5	261,500	244,300	34,000	0	0
6	482,500	134,500	52,300	0	0
7	617,500	158,000	18,000	0	0
8	914,030	270,000	25,500	0	0
9	669,500	451,500	47,000	0	0
10	680,000	694,000	60,000	0	0
11	435,000	645,100	92,000	0	0
12	312,500	470,500	85,100	0	0
13	111,500	325,500	64,200	0	0
14	46,000	227,000	42,000	0	0
15	102,400	80,600	30,000	0	0
16	93,500	32,000	18,600	0	0
17	181,370	72,000	5,000	0	0
18	297,449	67,000	18,000	0	0
19	309,750	177,200	5,000	0	0
20	136,140	117,500	18,000	0	0
21	13,000	24,000	29,700	0	0
22	278,741	0	0	0	0
23	3,000	0	0	0	0
24	1,500	0	0	0	0
25	1,500	0	0	0	0
26	1,500	515,200	0	0	0
27	1,500	1,200	66,965	0	0
28	0	1,100	0	0	0
29	0	1,100	0	0	0
30	0	0	0	0	0
Total	7,514,635	5,105,000	601,565	1,774,000	21,050

Schedule C

Modifications

1. Schedule A - Line 4

   Additional $67,100 added for Project Coordinator

2. Schedule A - Line 9

   Total Project Cost increased by modification 1 above

3. Schedule A - Line 11

   WDA Hardship Grant increased by $200,000 to a total of $683,965

4. Schedule A - Line 12

   Interest earnings adjusted to $67,100

MINERAL WELLS P.S.D.
BID TABULATION CONTRACT #1
OPENED SEPTEMBER 20, 1994

Item	Description	Quantity	Marbe Constr. Co. Moundsville, WV Unit Price	Total	Valley Development St. Albans, WV Unit Price	Total	Rover Construction St. Albans, WV Unit Price	Total	Alvarez Contractors Clarksburg, WV Unit Price	Total
1	8 In. Gravity Sewer	20113	$17.71	$356261.23	$18.00	$362034.00	$18.50	$372090.50	$19.00	$382147.00
2	2 In. Press. Sewer	780	$6.16	$4804.80	$8.55	$6669.00	$6.00	$4680.00	$10.00	$7800.00
3	1-1/4 In Pre Sewer	581	$6.31	$3666.11	$8.85	$5141.85	$6.00	$3486.00	$7.00	$4067.00
4	6 In. Force Main	2195	$7.49	$16448.55	$13.55	$29742.25	$9.00	$19755.00	$10.00	$21950.00
5	MH Base,Tap & Const.	57	$974.00	$55518.00	$978.00	$55290.00	$900.00	$51300.00	$900.00	$51300.00
6	4ft MH Base,Tap,&Const	4	$1036.50	$4146.00	$1000.00	$4000.00	$900.00	$3600.00	$950.00	$3800.00
7	Shallow Manhole	21	$974.00	$20454.00	$955.00	$20055.00	$850.00	$17850.00	$900.00	$18900.00
8	Water Shallow MH	1	$1036.50	$1036.50	$1035.00	$1035.00	$800.00	$800.00	$900.00	$900.00
9	4ft In Dia MH Pipe,Pip	128	$93.13	$11920.64	$88.00	$11264.00	$75.00	$9600.00	$100.00	$12800.00
10	Drop MH Connection	18	$426.25	$4262.50	$300.00	$3000.00	$500.00	$5000.00	$500.00	$5000.00
11	Cleanhole	11	$243.50	$2678.50	$450.00	$4950.00	$300.00	$3300.00	$500.00	$5500.00
12	Tp A GrPump-5.5 acc	1	$3517.50	$3517.50	$4635.00	$4635.00	$6000.00	$6000.00	$5315.00	$5315.00
13	Tp A GrPump-7 acc.	1	$3699.64	$3699.64	$4768.00	$4768.00	$6100.00	$6100.00	$5415.00	$5415.00
14	Tp B GrPump-4 acc.	2	$4293.75	$8587.50	$5521.00	$11042.00	$6600.00	$13200.00	$6190.00	$12380.00
15	Tp B GrPump-5.5 acc	1	$4688.29	$4688.29	$5735.00	$5735.00	$7000.00	$7000.00	$6420.00	$6420.00
16	Tp B GrPump-7 acc.	1	$4915.00	$4915.00	$5940.00	$5940.00	$7100.00	$7100.00	$6715.00	$6715.00
17	Tp.I Cleanout(Press)	1	$921.25	$921.25	$600.00	$600.00	$750.00	$750.00	$500.00	$500.00
18	Type I Cleanout(Pres	1	$450.54	$450.54	$300.00	$300.00	$750.00	$750.00	$500.00	$500.00
19	Type I Cleanout (FM)	1	$921.25	$921.25	$600.00	$600.00	$1200.00	$1200.00	$1000.00	$1000.00
20	Cast Iron Fittings	258	$1.86	$631.00	$1.05	$367.50	$1.00	$350.00	$1.50	$525.00
21	For.Ma. Air Grac P.A.	2	$1645.00	$3290.00	$850.00	$1700.00	$1600.00	$3200.00	$1500.00	$3000.00
22	6 In. Gr.Serv. Line	55	$8.99	$494.45	$16.00	$880.00	$15.00	$825.00	$18.00	$990.00
23	4 In. Gr. Serv. Line	3002	$8.44	$25336.88	$14.00	$42028.00	$12.00	$36024.00	$10.00	$30020.00
24	8 In x6 In Serv.Wye	3	$68.13	$204.39	$60.00	$180.00	$35.00	$105.00	$100.00	$300.00
25	8 In.x4 In Serv.Wye	137	$67.50	$9247.50	$45.00	$6165.00	$30.00	$4110.00	$60.00	$8220.00
26	6 In.x4 In.Serv. Wye	4	$61.88	$247.52	$35.00	$140.00	$30.00	$120.00	$50.00	$200.00
27	Mat Serv Trap,Hole	143	$185.63	$15185.89	$85.00	$12155.00	$100.00	$14300.00	$100.00	$14300.00
28	1-1/4 In T GR. Step	6	$143.13	$858.78	$80.00	$480.00	$150.00	$900.00	$150.00	$900.00
29	8 In.Hwy Boring	164	$67.64	$11092.96	$100.00	$16400.00	$85.00	$13940.00	$120.00	$19680.00
30	6 In Hwy Serv Bor.	56	$67.64	$3787.04	$75.00	$4200.00	$75.00	$4200.00	$100.00	$5600.00

Item	Huber Construction Parkersburg, WV Unit Price	Total	Dave Sugar Inc. New Middletown, OH Unit Price	Total	Hicksite Enterprises Verona, PA Unit Price	Total	Trimble Services Latrobe, PA Unit Price	Total	Kenneth M. Dunn Ba. Charleston, WV Unit Price	Total	Eras Construction Princeton, WV Unit Price	Total
1	$15.63	$314768.45	$20.00	$402260.00	$22.35	$449525.55	$19.00	$382147.00	$23.00	$462599.00	$25.00	$502925.00
2	$10.00	$7800.00	$8.00	$6240.00	$10.20	$7956.00	$12.00	$9360.00	$4.50	$3510.00	$16.00	$12480.00
3	$10.00	$5810.00	$7.00	$4067.00	$10.78	$6216.78	$11.00	$6391.00	$4.50	$2614.50	$14.00	$8134.00
4	$11.25	$24693.75	$9.50	$20852.50	$13.50	$29632.50	$14.00	$30730.00	$8.00	$17560.00	$20.00	$43900.00
5	$850.00	$48450.00	$1000.00	$57000.00	$650.00	$39330.00	$425.00	$24225.00	$1300.00	$74100.00	$1050.00	$59850.00
6	$900.00	$3600.00	$1100.00	$4400.00	$705.00	$2820.00	$475.00	$1900.00	$1400.00	$5600.00	$1200.00	$4800.00
7	$700.00	$14700.00	$1000.00	$21000.00	$770.00	$16170.00	$750.00	$15750.00	$1330.00	$27930.00	$1000.00	$21000.00
8	$700.00	$700.00	$1100.00	$1100.00	$705.00	$705.00	$825.00	$825.00	$1430.00	$1430.00	$1100.00	$1100.00
9	$55.00	$7040.00	$60.00	$10240.00	$60.00	$7680.00	$70.00	$8960.00	$130.00	$16640.00	$65.00	$8320.00
10	$315.00	$5150.00	$800.00	$8000.00	$275.00	$2750.00	$100.00	$1100.00	$340.00	$3400.00	$1200.00	$12000.00
11	$250.00	$2750.00	$200.00	$2200.00	$275.00	$3025.00	$225.00	$2475.00	$525.00	$5775.00	$1050.00	$11550.00
12	$3000.00	$3000.00	$5000.00	$5000.00	$5000.00	$5000.00	$4428.00	$4428.00	$8100.00	$8100.00	$7000.00	$7000.00
13	$3100.00	$3100.00	$5100.00	$5100.00	$5075.00	$5075.00	$4122.00	$4122.00	$8200.00	$8200.00	$7000.00	$7000.00
14	$3550.00	$7100.00	$5500.00	$11000.00	$5600.00	$11200.00	$4775.00	$9550.00	$9000.00	$18000.00	$7000.00	$14000.00
15	$3006.00	$3006.00	$5700.00	$5700.00	$5600.00	$5600.00	$4996.00	$4996.00	$5300.00	$5300.00	$7000.00	$7000.00
16	$4000.00	$4000.00	$5900.00	$5900.00	$5960.00	$5960.00	$5183.00	$5183.00	$9500.00	$9500.00	$7000.00	$7000.00
17	$400.00	$400.00	$500.00	$500.00	$875.00	$875.00	$450.00	$450.00	$575.00	$575.00	$1500.00	$1500.00
18	$350.00	$350.00	$500.00	$500.00	$750.00	$750.00	$350.00	$350.00	$535.00	$535.00	$1500.00	$1500.00
19	$1000.00	$1000.00	$950.00	$950.00	$1040.00	$1040.00	$450.00	$450.00	$1500.00	$1500.00	$1500.00	$1500.00
20	$1.75	$612.50	$3.00	$1050.00	$2.00	$700.00	$2.00	$700.00	$1.50	$525.00	$2.00	$700.00
21	$1426.60	$2853.20	$1200.00	$2400.00	$1700.00	$3400.00	$1100.00	$2200.00	$1670.00	$3340.00	$1600.00	$3200.00
22	$30.00	$1650.00	$30.00	$1650.00	$14.00	$770.00	$12.00	$660.00	$16.00	$880.00	$18.00	$990.00
23	$25.06	$75230.12	$15.00	$45030.00	$11.00	$33022.00	$9.00	$27010.00	$15.00	$45030.00	$12.00	$36024.00
24	$35.00	$105.00	$80.00	$240.00	$40.00	$120.00	$35.00	$105.00	$35.00	$105.00	$20.50	$61.50
25	$34.00	$4658.00	$65.00	$8905.00	$35.00	$4795.00	$30.00	$4110.00	$30.00	$4110.00	$20.00	$2740.00
26	$30.00	$120.00	$60.00	$240.00	$30.00	$120.00	$25.00	$100.00	$25.00	$100.00	$14.75	$59.00
27	$175.00	$25025.00	$150.00	$21450.00	$130.00	$18590.00	$110.00	$15730.00	$165.00	$23595.00	$200.00	$28600.00
28	$150.00	$900.00	$200.00	$1200.00	$375.00	$2250.00	$75.00	$450.00	$310.00	$1860.00	$32.00	$192.00
29	$100.00	$16400.00	$140.00	$22960.00	$100.00	$16400.00	$110.00	$18040.00	$100.00	$16400.00	$120.00	$19680.00
30	$75.00	$4200.00	$110.00	$6160.00	$85.00	$4760.00	$90.00	$5040.00	$90.00	$5040.00	$110.00	$6160.00

31	Fla. High.Serv.Bar.	134	$59.69	$7998.46	$45.00	$6030.00	$60.00	$8040.00	$80.00	$10720.00	$75.00	$10050.00	$90.00	$12060.00	$70.00	$9380.00	$90.00	$12060.00	$80.00	$10720.00	$90.00	$12060.00	
32	Sewage Hold.Tank	1	$31893.75	$31893.75	$44887.50	$44887.50	$30000.00	$30000.00	$29770.00	$29770.00	$25000.00	$25000.00	$30600.00	$30600.00	$35000.00	$35000.00	$23500.00	$23500.00	$48550.00	$48550.00	$40000.00	$40000.00	
33	Permanent Sheeting	205	$20.40	$4182.00	$10.00	$2050.00	$5.00	$1025.00	$20.00	$4100.00	$150.00	$30750.00	$6.00	$1230.00	$15.00	$3075.00	$25.00	$5125.00	$5.00	$1045.00	$27.00	$5535.00	
34	Conc.Anchor Walls	6	$297.50	$1785.00	$80.00	$480.00	$150.00	$900.00	$400.00	$2400.00	$150.00	$900.00	$800.00	$4800.00	$300.00	$1800.00	$50.00	$300.00	$100.00	$600.00	$85.00	$510.00	
35	Conc.Fence.(Grav.)	9	$175.36	$1578.24	$180.00	$1620.00	$200.00	$1800.00	$300.00	$2700.00	$100.00	$900.00	$200.00	$1800.00	$150.00	$1350.00	$75.00	$675.00	$300.00	$2700.00	$120.00	$1080.00	
36	Misc. Conc.(Grav.)	8	$175.36	$1402.88	$180.00	$1440.00	$200.00	$1600.00	$300.00	$2400.00	$100.00	$800.00	$100.00	$800.00	$300.00	$2400.00	$85.00	$680.00	$300.00	$2400.00	$110.00	$880.00	
37	Misc.Conc.(Prev.)	1	$175.36	$175.36	$200.00	$200.00	$200.00	$200.00	$300.00	$300.00	$125.00	$125.00	$500.00	$500.00	$300.00	$300.00	$85.00	$85.00	$300.00	$300.00	$110.00	$110.00	
38	Sleeg Repl.(Gal Main)	4802	$2.12	$10180.24	$3.00	$14406.00	$3.00	$14406.00	$4.50	$21609.00	$2.25	$10804.50	$3.00	$14406.00	$3.50	$16807.00	$2.25	$10804.50	$5.50	$26411.00	$4.00	$19208.00	
39	Sleeg Repl.(Gra.Serv)	293	$2.12	$621.16	$3.00	$879.00	$3.00	$879.00	$4.00	$1172.00	$2.25	$659.25	$3.00	$879.00	$3.50	$1025.50	$2.25	$659.25	$5.50	$1611.50	$4.00	$1172.00	
40	Sleeg Repl.(Prev.)	101	$2.12	$214.12	$2.50	$252.50	$3.00	$303.00	$4.00	$404.00	$2.25	$227.25	$3.00	$303.00	$3.50	$353.50	$2.25	$227.25	$5.50	$555.50	$4.00	$404.00	
41	Aug.Pa Re.-Gr.& F.M.	12	$11.65	$139.80	$15.00	$180.00	$25.00	$300.00	$25.00	$300.00	$20.00	$240.00	$60.00	$720.00	$25.00	$300.00	$25.00	$300.00	$31.00	$372.00	$15.00	$180.00	
42	Aug.Pa Rep.-Prev.	39	$11.65	$454.35	$15.00	$585.00	$25.00	$975.00	$20.00	$780.00	$20.00	$780.00	$35.00	$2145.00	$25.00	$975.00	$25.00	$975.00	$31.00	$1209.00	$15.00	$585.00	
43	Seeding(Gr.(Gar.Ma.)	16393	$1.57	$25737.01	$1.00	$16393.00	$1.50	$24589.50	$0.75	$12294.75	$2.25	$36884.25	$1.00	$16393.00	$0.50	$8196.50	$2.50	$40982.50	$1.00	$16393.00	$4.00	$65572.00	
44	Seeding(Gra.Serv.)	1717	$1.57	$2695.69	$1.00	$1717.00	$1.50	$2575.50	$0.75	$1287.75	$2.25	$3863.25	$1.00	$1717.00	$0.50	$858.50	$2.50	$4292.50	$1.00	$1717.00	$4.00	$6868.00	
45	Seeding (Pressure)	1218	$1.57	$1912.26	$1.00	$1218.00	$1.50	$1827.00	$0.75	$913.50	$2.25	$2740.50	$1.00	$1218.00	$0.50	$609.00	$2.50	$3045.00	$1.00	$1218.00	$4.00	$4872.00	
46	Fl.Tr.Br.Acl.(Gal.M)	19976	$0.47	$9388.72	$0.75	$14982.00	$0.10	$1997.60	$0.50	$9988.00	$1.50	$29964.00	$0.50	$9988.00	$0.25	$4994.00	$3.00	$59928.00	$0.50	$9988.00	$5.00	$99880.00	
47	Fl.Tr.Br.Acl.(Gr.S.)	1375	$0.47	$329.25	$1.00	$1375.00	$0.10	$137.50	$0.50	$687.50	$1.50	$2062.50	$0.50	$687.50	$0.25	$343.75	$3.00	$4125.00	$0.50	$687.50	$5.00	$6875.00	
48	Fl.Tr.Br.Acl.(Prev.)	1361	$0.47	$639.67	$1.00	$1361.00	$0.10	$136.10	$0.50	$680.50	$1.50	$2041.50	$0.50	$680.50	$0.25	$340.25	$3.00	$4083.00	$0.50	$680.50	$5.00	$6805.00	
49	Line Test.(Grav.)	20148	$0.47	$9469.80	$0.25	$5035.00	$0.25	$5035.00	$0.25	$5035.00	$0.50	$10126.00	$0.10	$2014.80	$0.25	$5035.00	$0.25	$5035.00	$0.35	$7049.00	$3.00	$60420.00	
50	Line Test.(Prev.)	1361	$0.47	$639.67	$0.25	$340.25	$0.25	$340.25	$1.00	$1361.00	$1.10	$1497.10	$0.30	$408.30	$0.50	$680.50	$0.25	$340.25	$0.35	$476.35	$3.00	$4083.00	
51	Force Main Test.	2195	$0.47	$1031.65	$0.20	$439.00	$0.25	$548.75	$1.00	$2195.00	$1.10	$2414.50	$0.25	$548.75	$0.50	$1097.50	$0.25	$548.75	$0.35	$768.25	$3.00	$6585.00	
52	Mobilization	1	$38695.50	$38695.50	$60000.00	$60000.00	$26000.00	$26000.00	$29000.00	$29000.00	$10000.00	$10000.00	$5000.00	$5000.00	$26000.00	$26000.00	$40000.00	$40000.00	$25000.00	$25000.00	$54626.50	$54626.50	
53	Audio-Video Cal.Tap.	1	$3752.50	$3752.50	$5500.00	$5500.00	$13000.00	$13000.00	$3000.00	$3000.00	$3500.00	$3500.00	$2500.00	$2500.00	$3500.00	$3500.00	$25000.00	$25000.00	$3000.00	$3000.00	$2962.50	$2962.50	
54	Manhole Testing	9	$98.75	$888.75	$200.00	$1800.00	$300.00	$2700.00	$50.00	$450.00	$100.00	$900.00	$300.00	$2700.00	$200.00	$1800.00	$100.00	$900.00	$180.00	$1620.00	$350.00	$3150.00	
55	Gr Pump Spare Parts	1	$2956.00	$2956.00	$4700.00	$4700.00	$3200.00	$3200.00	$3000.00	$3000.00	$3000.00	$3000.00	$4000.00	$4000.00	$2700.00	$2700.00	$2837.00	$2837.00	$2950.00	$2950.00	$3000.00	$3000.00	
56	Tp.A Elec.Serv.Wire	1430	$1.42	$2030.60	$0.80	$1144.00	$1.25	$1787.50	$2.20	$3146.00	$1.50	$2831.40	$3.00	$4290.00	$2.25	$3217.50	$2.10	$3003.00	$1.00	$1430.00	$2.15	$3074.50	
57	Conduit	1430	$4.34	$6206.20	$1.10	$1573.00	$1.00	$2574.00	$3.30	$4719.00	$2.50	$3575.00	$4.00	$5720.00	$3.00	$4290.00	$2.65	$3789.50	$1.65	$2359.50	$2.71	$3875.30	
58	Tp.I Serv.Drop Pole	2	$1415.00	$2830.00	$400.00	$800.00	$1600.00	$3200.00	$1620.00	$3240.00	$1656.25	$3312.50	$2500.00	$5000.00	$1700.00	$3400.00	$1775.00	$3550.00	$1620.00	$3240.00	$1843.75	$3687.50	
59	Tp.II Serv.Drop Pole	1	$1750.00	$1750.00	$500.00	$500.00	$1800.00	$1800.00	$1762.00	$1762.00	$2162.00	$2162.00	$3000.00	$3000.00	$2250.00	$2250.00	$2262.00	$2262.00	$1760.00	$1760.00	$2350.00	$2350.00	
60	Tapoff Box	6	$223.75	$1342.50	$75.00	$450.00	$450.00	$2700.00	$450.00	$2700.00	$624.00	$3744.00	$500.00	$3000.00	$660.00	$4000.00	$682.00	$4092.00	$400.00	$2400.00	$710.00	$4260.00	
				$751863.32		$760229.05		$766432.20		$790359.00		$803311.32		$822702.35		$832746.25		$852049.50		$858104.60		$1259635.00	

This is to certify that the above is an accurate and completed tabulation of bids received and publicly opened as scheduled on Sept. 20, 1984 at 10:00 a.m.

Respectfully submitted,

CERRONE & VAUGHN, INC.

D. E. Cerrone, P.E.

Date: 9/24/84

MINERAL WELLS P.S.D.
BID TABULATION CONTRACT #2
OPENED SEPTEMBER 20, 1984

Item	Description	Quantity	Rover Construction St. Albans, WV Unit Price	Total	Valley Development St. Albans, WV Unit Price	Total	Huber Construction Parkersburg, WV Unit Price	Total	Nicassio Enterprises Verona, PA Unit Price	Total
1	8 In.Grav.Sewer	16112	$19.00	$306128.00	$17.50	$281960.00	$15.65	$252152.80	$21.00	$338352.00
2	8 In. Force Main	972	$8.50	$8262.00	$14.00	$13608.00	$11.80	$11469.60	$15.75	$15309.00
3	MH Base,C.T.& Cast.	48	$900.00	$43200.00	$910.00	$43680.00	$850.00	$40800.00	$690.00	$33120.00
4	Wa.MH Base,C.T.&Cast	9	$1000.00	$9000.00	$925.00	$8325.00	$900.00	$8100.00	$705.00	$6345.00
5	Shallow Manhole	14	$900.00	$12600.00	$950.00	$13300.00	$700.00	$9800.00	$770.00	$10780.00
6	48 In.Dia.MH R.P.	132	$75.00	$9900.00	$75.00	$9900.00	$55.00	$7260.00	$60.00	$7920.00
7	Drop MH Connection	14	$500.00	$7000.00	$400.00	$5600.00	$315.00	$4410.00	$275.00	$3850.00
8	Lamphole	10	$300.00	$3000.00	$450.00	$4500.00	$250.00	$2500.00	$275.00	$2750.00
9	Cast Iron Fittings	500	$1.00	$500.00	$1.00	$500.00	$2.75	$1375.00	$2.00	$1000.00
10	6 In.Gra.Serv.Line	90	$15.00	$1350.00	$16.00	$1440.00	$30.00	$2700.00	$12.00	$1080.00
11	4 In.Gra.Serv.Line	1920	$12.00	$23040.00	$14.00	$26880.00	$25.00	$48000.00	$11.00	$21120.00
12	8 x 6 In.Serv.Wye	4	$35.00	$140.00	$60.00	$240.00	$35.00	$140.00	$40.00	$160.00
13	8 x 4 In.Serv.Wye	109	$30.00	$3270.00	$45.00	$4905.00	$34.00	$3706.00	$35.00	$3815.00
13a	6 x 4 In.Serv.Wye	2	$30.00	$60.00	$35.00	$70.00	$30.00	$60.00	$30.00	$60.00
14	Wa.Serv.Insp.Hole	113	$100.00	$11300.00	$85.00	$9605.00	$175.00	$19775.00	$130.00	$14690.00
15	8 In. High. Boring	100	$85.00	$8500.00	$100.00	$10000.00	$100.00	$10000.00	$100.00	$10000.00
15a	6 In. High.Serv.Bor.	30	$75.00	$2250.00	$60.00	$1800.00	$75.00	$2250.00	$85.00	$2550.00
16	4 In.High.Serv.Bor.	130	$60.00	$7800.00	$55.00	$7150.00	$75.00	$9750.00	$70.00	$9100.00
17	Conc.Anchor Walls	3	$150.00	$450.00	$80.00	$240.00	$150.00	$450.00	$250.00	$750.00
18	Conc.Enc.(Gr.& F.M.)	17	$200.00	$3400.00	$170.00	$2890.00	$125.00	$2125.00	$150.00	$2550.00
19	Misc.Conc.(Gr.&F.M.)	13	$200.00	$2600.00	$170.00	$2210.00	$125.00	$1625.00	$150.00	$1950.00
20	Sl.Repl.(Gr.&F.M.)	6280	$3.00	$18840.00	$3.00	$18840.00	$2.25	$14130.00	$3.50	$21980.00
21	Sl.Repl.(Gra.Serv.)	340	$3.00	$1020.00	$3.00	$1020.00	$2.25	$765.00	$3.50	$1190.00
22	Asp.Pa.Re.(Gr.&F.M.)	195	$25.00	$4875.00	$15.00	$2925.00	$20.00	$3900.00	$25.00	$4875.00
23	Asp.Pa.Re.(Gra.Serv)	10	$30.00	$300.00	$15.00	$150.00	$20.00	$200.00	$25.00	$250.00
24	Seeding(Gr.&F.M.)	9526	$1.50	$14289.00	$1.00	$9526.00	$2.25	$21433.50	$0.50	$4763.00
25	Seeding(Gra.Serv.)	1515	$1.00	$1515.00	$1.00	$1515.00	$2.25	$3408.75	$0.50	$757.50
26	Tie-in Gr.Se.-New MH	2	$500.00	$1000.00	$450.00	$900.00	$1000.00	$2000.00	$500.00	$1000.00
27	Fl.Tr.Bk.&Cl.(G.&FM)	16286	$0.10	$1628.60	$1.00	$16286.00	$1.50	$24429.00	$0.25	$4071.50
28	Fl.Tr.Bk.&Cl.(G.Sew)	1621	$0.10	$162.10	$1.00	$1621.00	$1.50	$2431.50	$0.25	$405.25
29	Line Testing(Grav.)	16195	$0.25	$4048.75	$0.25	$4048.75	$0.90	$14575.50	$0.25	$4048.75
30	Force Main Testing	972	$0.25	$243.00	$0.20	$194.40	$1.10	$1069.20	$0.50	$486.00
31	Mobilization	1	$5000.00	$5000.00	$13000.00	$13000.00	$10000.00	$10000.00	$16800.00	$16800.00
32	Audio-Video Col.Tap.	1	$5000.00	$5000.00	$4500.00	$4500.00	$2415.00	$2415.00	$2000.00	$2000.00
33	Manhole Testing	7	$300.00	$2100.00	$300.00	$2100.00	$100.00	$700.00	$200.00	$1400.00
				$523771.45		$525429.15		$539905.85		$553278.00

Alvarez Contractors Clarksburg, WV		Dave Sugar, Inc. New Middletown, OH		Trimble Services Latrobe, PA		Nicassio & Sons Verona, PA		Kenneth M. Dunn So. Charleston, WV		Erps Construction Princeton, WV	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
$19.00	$306128.00	$20.00	$322240.00	$19.00	$306128.00	$25.00	$402800.00	$23.00	$370576.00	$25.00	$402800.
$10.00	$9720.00	$13.00	$12636.00	$16.00	$15552.00	$11.00	$10692.00	$10.00	$9720.00	$30.00	$29160.
$900.00	$43200.00	$1000.00	$48000.00	$425.00	$20400.00	$780.00	$37440.00	$1300.00	$62400.00	$1050.00	$50400.
$950.00	$8550.00	$1100.00	$9900.00	$475.00	$4275.00	$825.00	$7425.00	$1400.00	$12600.00	$1200.00	$10800.
$900.00	$12600.00	$1000.00	$14000.00	$750.00	$10500.00	$725.00	$10150.00	$1330.00	$16620.00	$1000.00	$14000.
$100.00	$13200.00	$80.00	$10560.00	$70.00	$9240.00	$70.00	$9240.00	$130.00	$17160.00	$65.00	$8580.
$500.00	$7000.00	$800.00	$11200.00	$100.00	$1400.00	$300.00	$4200.00	$340.00	$4760.00	$1200.00	$16800.
$500.00	$5000.00	$200.00	$2000.00	$225.00	$2250.00	$275.00	$2750.00	$525.00	$5250.00	$1050.00	$10500.
$1.60	$800.00	$3.00	$1500.00	$2.25	$1125.00	$2.60	$1300.00	$1.50	$750.00	$2.00	$1000.
$18.00	$1620.00	$20.00	$1800.00	$12.00	$1080.00	$12.00	$1080.00	$16.00	$1440.00	$18.00	$1620.
$10.00	$19200.00	$15.00	$28800.00	$9.00	$17280.00	$11.00	$21120.00	$15.00	$28800.00	$12.00	$23040.
$100.00	$400.00	$100.00	$400.00	$35.00	$140.00	$40.00	$160.00	$35.00	$140.00	$20.50	$82.
$60.00	$6540.00	$65.00	$7085.00	$30.00	$3270.00	$29.00	$3161.00	$30.00	$3270.00	$20.00	$2180.
$50.00	$100.00	$60.00	$120.00	$25.00	$50.00	$28.00	$56.00	$25.00	$50.00	$14.75	$29.
$100.00	$11300.00	$150.00	$16950.00	$110.00	$12430.00	$140.00	$15820.00	$165.00	$18645.00	$200.00	$22600
$120.00	$12000.00	$140.00	$14000.00	$110.00	$11000.00	$180.00	$18000.00	$100.00	$10000.00	$120.00	$12000
$100.00	$3000.00	$110.00	$3300.00	$100.00	$3000.00	$95.00	$2850.00	$90.00	$2700.00	$110.00	$3300
$80.00	$10400.00	$90.00	$11700.00	$90.00	$11700.00	$90.00	$11700.00	$80.00	$10400.00	$90.00	$11700
$400.00	$1200.00	$800.00	$2400.00	$50.00	$150.00	$300.00	$900.00	$100.00	$300.00	$85.00	$255
$300.00	$5100.00	$100.00	$1700.00	$75.00	$1275.00	$160.00	$2720.00	$300.00	$5100.00	$120.00	$2040
$300.00	$3900.00	$100.00	$1300.00	$85.00	$1105.00	$160.00	$2080.00	$300.00	$3900.00	$110.00	$1430
$4.00	$25120.00	$3.00	$18840.00	$2.25	$14130.00	$3.75	$23550.00	$5.50	$34540.00	$4.00	$25120
$4.00	$1360.00	$3.00	$1020.00	$2.25	$765.00	$3.50	$1190.00	$5.50	$1870.00	$4.00	$1360
$20.00	$3900.00	$20.00	$3900.00	$25.00	$4875.00	$16.00	$3120.00	$31.00	$6045.00	$10.00	$1950
$20.00	$200.00	$20.00	$200.00	$25.00	$250.00	$16.00	$160.00	$31.00	$310.00	$10.00	$100
$0.75	$7144.50	$1.00	$9526.00	$2.50	$23815.00	$1.80	$17146.80	$1.00	$9526.00	$4.00	$38104
$0.75	$1136.25	$1.00	$1515.00	$2.50	$3787.50	$1.80	$2727.00	$1.00	$1515.00	$4.00	$6060
$800.00	$1600.00	$800.00	$1600.00	$1000.00	$2000.00	$400.00	$800.00	$500.00	$1000.00	$1000.00	$2000
$0.50	$8143.00	$0.50	$8143.00	$3.00	$48858.00	$1.65	$26871.90	$0.50	$8143.00	$5.00	$8143
$0.50	$810.50	$0.50	$810.50	$3.00	$4863.00	$1.65	$2674.65	$0.50	$810.50	$5.00	$8105
$0.25	$4049.75	$0.10	$1619.50	$0.25	$4049.75	$0.20	$3239.00	$0.35	$5668.25	$3.00	$40585
$1.00	$972.00	$0.50	$486.00	$0.25	$243.00	$0.20	$194.40	$0.35	$340.20	$3.00	$2916
$16000.00	$16000.00	$3000.00	$3000.00	$35000.00	$35000.00	$13000.00	$13000.00	$22000.00	$22000.00	$43985.39	$43985
$2200.00	$2200.00	$2000.00	$2000.00	$20000.00	$20000.00	$3000.00	$3000.00	$2200.00	$2200.00	$2156.25	$2156
$50.00	$350.00	$300.00	$2100.00	$100.00	$700.00	175	$1225.00	$180.00	$1260.00	$350.00	$2450
	$553943.00		$576351.00		$596685.25		$664542.75		$681808.95		$888638

This is to certify that the above is an accurate and completed tabulation of bids received and publicly opened as scheduled on Sept. 20, 1984, at 1:00 p.m.

Respectfully submitted,

CERRONE & VAUGHN, INC.

E. Cerrone, P.E.

MINERAL WELLS P.S.D.
BID TABULATION CONTRACT 03
OPENED SEPTEMBER 28, 1994

	Item Description	Quantity	Dave Sugar, Inc. New Middletown, OH Unit Price	Total	Alvarez Contractors Clarksburg, WV Unit Price	Total	Huber Construction Parkersburg, WV Unit Price	Total	Valley Development St. Albans, WV Unit Price	Total	Dominic Nicassio Verona, PA Unit Price	Total	Trimble Services Latrobe, PA Unit Price	Total	Kenneth M. Dunn So. Charleston, WV Unit Price	Total	Nicassio Enterprises Verona, PA Unit Price	Total
1	12 In. Grav. Sewer	4046	$21.00	$84966.00	$17.00	$68782.00	$19.50	$78897.00	$29.65	$119963.90	$23.65	$95687.90	$22.00	$89012.00	$25.00	$101150.00	$22.00	$89012.00
2	10 In. Grav. Sewer	4724	$20.00	$94480.00	$18.00	$85032.00	$17.40	$82197.60	$22.00	$103928.00	$26.60	$125658.40	$21.00	$99204.00	$24.00	$113376.00	$28.50	$134634.00
3	8 In. Grav. Sewer	29596	$18.50	$381863.00	$21.00	$432558.00	$15.65	$322358.70	$18.60	$383122.80	$24.86	$495587.00	$19.00	$391362.00	$22.00	$453156.00	$27.50	$566445.00
4	2 In. Pres. Sewer	4165	$8.00	$33320.00	$7.00	$29155.00	$10.00	$41650.00	$8.00	$33320.00	$8.00	$33320.00	$12.00	$49980.00	$4.50	$18742.50	$12.00	$49980.00
5	1-1/4 In. Pre. Sewer	1385	$7.00	$9695.00	$5.00	$6925.00	$10.00	$13850.00	$8.55	$11841.75	$9.00	$12465.00	$11.00	$15235.00	$4.50	$6232.50	$12.50	$17312.50
6	MH Base, CT & Cast.	73	$1000.00	$73000.00	$900.00	$65700.00	$850.00	$62050.00	$990.00	$72270.00	$660.00	$48180.00	$425.00	$31025.00	$1300.00	$94900.00	$700.00	$51100.00
7	Ma.MH Base,CT & Cas.	17	$1100.00	$18700.00	$950.00	$16150.00	$900.00	$15300.00	$1090.00	$18530.00	$700.00	$11900.00	$475.00	$8075.00	$1400.00	$23800.00	$715.00	$12155.00
8	Shallow Manhole	23	$1000.00	$23000.00	$900.00	$18900.00	$700.00	$14700.00	$990.00	$20790.00	$600.00	$12600.00	$750.00	$15750.00	$1300.00	$27900.00	$750.00	$15750.00
9	Ma. Shallow Manhole	6	$1100.00	$6600.00	$950.00	$5700.00	$700.00	$4200.00	$1090.00	$6540.00	$700.00	$4200.00	$825.00	$4950.00	$1430.00	$8580.00	$765.00	$4590.00
10	48 In.Dia.MH Rt.Pipe	383	$60.00	$22980.00	$100.00	$38300.00	$55.00	$21065.00	$65.00	$25795.00	$70.00	$21210.00	$70.00	$21210.00	$130.00	$39390.00	$60.00	$18180.00
11	Drop MH Connection	11	$800.00	$8800.00	$500.00	$5500.00	$315.00	$3465.00	$475.00	$5225.00	$300.00	$3300.00	$100.00	$1100.00	$340.00	$3740.00	$275.00	$3025.00
12	Lamphole	2	$200.00	$400.00	$500.00	$1000.00	$250.00	$500.00	$450.00	$900.00	$200.00	$400.00	$225.00	$450.00	$525.00	$1050.00	$275.00	$550.00
13	Tp A Gr.-4' acc.	3	$4900.00	$14700.00	$5150.00	$15450.00	$3215.25	$9645.75	$5378.00	$16118.00	$4800.00	$14400.00	$3797.00	$11391.00	$7900.00	$23700.00	$5000.00	$15000.00
14	Tp A Gr.-5.5' acc.	3	$5000.00	$15000.00	$5315.00	$15945.00	$3382.00	$10146.00	$5858.00	$17550.00	$5075.00	$15225.00	$4028.00	$12084.00	$8100.00	$24300.00	$5000.00	$15000.00
15	Tp A Gr.-7' acc.	4	$5200.00	$20800.00	$5415.00	$21660.00	$3471.41	$13885.64	$6045.00	$24180.00	$5150.00	$20600.00	$4122.00	$16488.00	$8200.00	$32800.00	$5200.00	$20800.00
16	Tp A Gr.-8.5' acc.	5	$6000.00	$30000.00	$5560.00	$27800.00	$2582.96	$12914.80	$6297.50	$31437.50	$5275.00	$26375.00	$4338.00	$21690.00	$8400.00	$42000.00	$5300.00	$26500.00
17	Tp A Gr.-10' acc.	2	$6500.00	$13000.00	$5800.00	$11600.00	$3700.31	$7416.62	$6560.00	$13120.00	$5775.00	$11550.00	$4370.00	$8740.00	$8500.00	$17000.00	$5400.00	$10800.00
18	Tp B Gr.-4' acc.	1	$5500.00	$5500.00	$6190.00	$6190.00	$4995.00	$4995.00	$7402.50	$7402.50	$5800.00	$5800.00	$4775.00	$4775.00	$9000.00	$9000.00	$5000.00	$5000.00
18a	Tp B Gr.-5.5' acc.	1	$5700.00	$5700.00	$6420.00	$6420.00	$4485.04	$4485.04	$7062.50	$7062.50	$6025.00	$6025.00	$4996.00	$4996.00	$9300.00	$9300.00	$5900.00	$5900.00
19	Tp B Gr.-10' acc.	1	$7900.00	$7900.00	$7400.00	$7400.00	$5800.00	$5800.00	$9347.50	$9347.50	$7100.00	$7100.00	$5710.00	$5710.00	$10100.00	$10100.00	$6200.00	$6200.00
20	Tp I Cl.Assv(Pres.)	4	$500.00	$2000.00	$1000.00	$4000.00	$400.00	$1600.00	$600.00	$2400.00	$800.00	$3200.00	$450.00	$1800.00	$575.00	$2300.00	$750.00	$3000.00
21	Tp T Cl.Assv(Pres.)	4	$500.00	$2000.00	$500.00	$2000.00	$350.00	$1400.00	$350.00	$1400.00	$600.00	$2400.00	$350.00	$1400.00	$555.00	$2220.00	$750.00	$3000.00
22	Tp J Cl.Assv(Pres.)	1	$500.00	$500.00	$800.00	$800.00	$700.00	$700.00	$785.00	$785.00	$1000.00	$1000.00	$450.00	$450.00	$770.00	$770.00	$800.00	$800.00
23	Pre.Sew.A/V Rel.Assy	1	$1200.00	$1200.00	$1500.00	$1500.00	$1000.00	$1000.00	$900.00	$900.00	$1200.00	$1200.00	$1100.00	$1100.00	$1575.00	$1575.00	$1700.00	$1700.00
24	6 In.Grav.Serv.Line	730	$18.00	$14140.00	$16.00	$13680.00	$20.00	$14600.00	$16.00	$13680.00	$15.00	$13450.00	$12.00	$12760.00	$16.00	$13680.00	$14.00	$13220.00
25	4 In.Grav.Serv.Line	1505	$15.00	$23775.00	$10.00	$15850.00	$20.00	$31700.00	$14.00	$22190.00	$12.00	$19020.00	$9.00	$14265.00	$15.00	$23775.00	$11.00	$17435.00
26	12 x 4 In. Serv.Wye	4	$100.00	$400.00	$250.00	$1000.00	$100.00	$400.00	$135.00	$540.00	$75.00	$300.00	$70.00	$280.00	$70.00	$280.00	$50.00	$200.00
27	10 x 4 In. Serv.Wye	4	$90.00	$360.00	$200.00	$800.00	$75.00	$300.00	$80.00	$320.00	$70.00	$280.00	$65.00	$260.00	$50.00	$200.00	$45.00	$180.00
28	8 x 6 In. Serv.Wye	3	$80.00	$240.00	$100.00	$300.00	$45.00	$135.00	$65.00	$195.00	$60.00	$180.00	$35.00	$105.00	$35.00	$105.00	$40.00	$120.00
29	8 x 4 In. Serv.Wye	72	$65.00	$4680.00	$60.00	$4320.00	$34.00	$2448.00	$45.00	$3240.00	$40.00	$2880.00	$30.00	$2160.00	$30.00	$2160.00	$33.00	$2376.00
30	6 x 4 In. Serv.Wye	4	$60.00	$240.00	$50.00	$200.00	$30.00	$120.00	$40.00	$160.00	$40.00	$160.00	$25.00	$100.00	$25.00	$100.00	$30.00	$120.00
31	Ma.Serv.Inst.Hole	90	$150.00	$13500.00	$100.00	$9000.00	$175.00	$15750.00	$100.00	$9000.00	$120.00	$10800.00	$110.00	$9900.00	$165.00	$14850.00	$125.00	$11250.00
32	1-1/4 In.P.S.Tap& CS	19	$250.00	$4750.00	$150.00	$2850.00	$150.00	$2850.00	$85.00	$1615.00	$150.00	$2850.00	$75.00	$1425.00	$310.00	$5890.00	$375.00	$7125.00
32a	2 In.P.S.Tap & CS	2	$300.00	$600.00	$200.00	$400.00	$250.00	$500.00	$600.00	$1200.00	$200.00	$400.00	$150.00	$300.00	$330.00	$660.00	$425.00	$850.00
33	12 In. High. Boring	53	$160.00	$8480.00	$160.00	$8480.00	$180.00	$9540.00	$150.00	$7950.00	$150.00	$7950.00	$150.00	$7950.00	$120.00	$6360.00	$120.00	$6360.00

34	8 In. High. Boring	120	$140.00	$16800.00	$120.00	$14400.00	$100.00	$12000.00	$100.00	$12000.00	$150.00	$18000.00	$110.00	$13200.00	$100.00	$12000.00	$120.00	$14400.00
35	6 In. High Serv.Bor.	60	$110.00	$6600.00	$100.00	$6000.00	$75.00	$4500.00	$80.00	$4800.00	$120.00	$7200.00	$90.00	$5400.00	$90.00	$5400.00	$110.00	$6600.00
36	4 In. High. Boring	172	$90.00	$15480.00	$80.00	$13760.00	$75.00	$12900.00	$70.00	$12040.00	$95.00	$16340.00	$90.00	$15480.00	$80.00	$13760.00	$105.00	$18060.00
37	2 In. High. Boring	54	$50.00	$2700.00	$50.00	$2700.00	$75.00	$4050.00	$25.00	$1350.00	$70.00	$3780.00	$80.00	$4320.00	$70.00	$3780.00	$80.00	$4320.00
38	1-1/4 In. High. Bor.	273	$25.00	$6825.00	$20.00	$5460.00	$70.00	$19110.00	$20.00	$5460.00	$50.00	$13650.00	$80.00	$21840.00	$50.00	$13650.00	$70.00	$19110.00
39	Permanent Sheeting	2552	$5.00	$12760.00	$5.00	$12760.00	$30.00	$76560.00	$5.00	$12760.00	$5.00	$12760.00	$25.00	$63800.00	$1.00	$2552.00	$35.00	$89320.00
40	Conc.Encase.(Grav.)	70	$100.00	$7000.00	$300.00	$21000.00	$125.00	$8750.00	$170.00	$11900.00	$135.00	$9450.00	$75.00	$5250.00	$300.00	$21000.00	$150.00	$10500.00
41	Conc.Enc.(Gra.Serv.)	8	$100.00	$800.00	$300.00	$2400.00	$125.00	$1000.00	$170.00	$1360.00	$135.00	$1080.00	$75.00	$600.00	$300.00	$2400.00	$150.00	$1200.00
42	Conc.Encase.(Pres.)	1	$200.00	$200.00	$300.00	$300.00	$125.00	$125.00	$200.00	$200.00	$135.00	$135.00	$75.00	$75.00	$300.00	$300.00	$150.00	$150.00
43	Misc. Conc.(Grav.)	41	$100.00	$4100.00	$300.00	$12300.00	$125.00	$5125.00	$170.00	$6970.00	$135.00	$5535.00	$85.00	$3485.00	$300.00	$12300.00	$300.00	$12300.00
44	Misc. Conc. (Pres.)	12	$200.00	$2400.00	$300.00	$3600.00	$125.00	$1500.00	$200.00	$2400.00	$135.00	$1620.00	$85.00	$1020.00	$300.00	$3600.00	$300.00	$3600.00
45	Slag Repl.(Grav.)	1522	$3.00	$4566.00	$4.50	$6849.00	$2.25	$3424.50	$4.00	$6088.00	$7.00	$10654.00	$2.25	$3424.50	$5.50	$8371.00	$3.50	$5327.00
46	Slag Repl.(Gr.Serv.)	125	$3.00	$375.00	$4.00	$500.00	$2.25	$281.25	$4.00	$500.00	$7.00	$875.00	$2.25	$281.25	$5.50	$687.50	$3.50	$437.50
47	Slag Repl.(Pres.)	215	$3.00	$645.00	$4.00	$860.00	$2.25	$483.75	$4.00	$860.00	$7.00	$1505.00	$2.25	$483.75	$5.50	$1182.50	$3.50	$752.50
48	Berm Slag Res.(Gra.)	785	$2.00	$1570.00	$4.00	$3140.00	$3.50	$2747.50	$3.50	$2747.50	$5.00	$3925.00	$3.50	$2747.50	$2.50	$1962.50	$2.00	$1570.00
49	Berm Slag Res.(Pres)	1633	$2.00	$3266.00	$3.00	$4899.00	$3.50	$5715.50	$3.50	$5715.50	$5.00	$8165.00	$3.50	$5715.50	$2.50	$4082.50	$2.00	$3266.00
50	Asp.Pave.Repl.(Gra.)	20	$400.00	$800.00	$25.00	$500.00	$20.00	$400.00	$20.00	$400.00	$20.00	$400.00	$25.00	$500.00	$31.00	$620.00	$25.00	$500.00
51	Seeding (Gravity)	26499	$1.00	$26499.00	$0.75	$19874.25	$2.25	$59622.75	$1.00	$26499.00	$0.50	$13249.50	$2.50	$66247.50	$1.00	$26499.00	$0.50	$13249.50
52	Seeding (Grav.Serv.)	1324	$1.00	$1324.00	$0.75	$993.00	$2.25	$2979.00	$1.00	$1324.00	$0.50	$662.00	$2.50	$3310.00	$1.00	$1324.00	$0.50	$662.00
53	Seeding (Pressure)	2374	$1.00	$2374.00	$0.50	$1187.00	$1.00	$2374.00	$1.00	$2374.00	$0.30	$1812.20	$2.50	$5935.00	$1.00	$2374.00	$0.50	$1187.00
54	Ext.Gr.Sew.to New MH	18	$500.00	$9000.00	$500.00	$9000.00	$1000.00	$18000.00	$400.00	$8000.00	$400.00	$8000.00	$500.00	$9000.00	$500.00	$9000.00	$500.00	$9000.00
55	New Gr.Sew.to Ext.MH	1	$800.00	$800.00	$1000.00	$1000.00	$1000.00	$1000.00	$500.00	$500.00	$300.00	$300.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
56	Fl.Tr.Bk.& Clp(Gra.)	29195	$0.50	$14597.50	$0.25	$7298.75	$1.50	$43792.50	$1.00	$29195.00	$1.25	$36493.75	$3.00	$87585.00	$0.50	$14597.50	$0.25	$7298.75
57	Fl.Tr.Bk.& Cl(G.Ser)	1613	$0.50	$806.50	$0.25	$403.25	$1.50	$2419.50	$1.00	$1613.00	$1.25	$2016.25	$3.00	$4839.00	$0.50	$806.50	$0.25	$403.25
58	Fl.Tr.Bk. & Cl(Pres)	5358	$0.50	$2679.00	$0.25	$1339.50	$1.00	$5358.00	$1.00	$5358.00	$1.25	$6697.50	$3.00	$16074.00	$0.50	$2679.00	$0.25	$1339.50
59	Line Testing (Grav.)	29483	$0.10	$2948.30	$0.25	$7370.75	$0.50	$26534.70	$0.25	$7370.75	$0.10	$2948.30	$0.25	$7370.75	$0.35	$10319.05	$0.25	$7370.75
60	Line Testing (Pres.)	5550	$0.25	$1387.50	$1.00	$5550.00	$1.10	$6105.00	$0.25	$1387.50	$0.10	$555.00	$0.25	$1387.50	$0.35	$1942.50	$0.50	$2775.00
61	Mobilization	1	$3800.00	$3800.00	$20000.00	$20000.00	$10000.00	$10000.00	$7000.00	$7000.00	$30000.00	$30000.00	$50000.00	$50000.00	$35000.00	$35000.00	$30000.00	$30000.00
62	Audio-Video Cal.Tap.	1	$5000.00	$5000.00	$5000.00	$5000.00	$5196.00	$5196.00	$7500.00	$7500.00	$5997.32	$5997.32	$35000.00	$35000.00	$5400.00	$5400.00	$3410.00	$3410.00
63	Manhole Testing	12	$300.00	$3600.00	$50.00	$600.00	$100.00	$1200.00	$300.00	$3600.00	$200.00	$2400.00	$100.00	$1200.00	$180.00	$2160.00	$200.00	$2400.00
64	Gr.Pump Spare Parts	2	$3000.00	$6000.00	$3000.00	$6000.00	$3000.00	$6000.00	$6500.00	$13000.00	$3000.00	$6000.00	$2737.00	$5474.00	$2950.00	$5900.00	$2700.00	$5400.00
65	Tp A Elec.Serv.Wire	4520	$2.00	$9040.00	$3.00	$13560.00	$1.94	$8768.80	$2.25	$10170.00	$2.00	$9040.00	$2.10	$9492.00	$1.00	$4520.00	$2.10	$9492.00
66	Conduit	4520	$3.00	$13560.00	$3.00	$13560.00	$2.44	$11028.80	$2.00	$9040.00	$2.60	$11752.00	$2.65	$11978.00	$1.65	$7458.00	$2.60	$11752.00
67	Tp I Serv.Drop Pole	1	$2500.00	$2500.00	$1620.00	$1620.00	$1730.00	$1730.00	$400.00	$400.00	$1775.00	$1775.00	$1775.00	$1775.00	$1620.00	$1620.00	$1800.00	$1800.00
68	Tp II Serv.Drop Pole	3	$3000.00	$9000.00	$1762.00	$5286.00	$2100.00	$6300.00	$600.00	$1800.00	$2250.00	$6750.00	$2262.00	$6786.00	$1760.00	$5280.00	$2400.00	$7200.00
69	Tap-off Box	19	$500.00	$9500.00	$450.00	$8550.00	$667.00	$12673.00	$50.00	$950.00	$625.00	$11875.00	$682.00	$12958.00	$400.00	$7600.00	$750.00	$14250.00
				$1142331.00		$1169467.50		$1185119.70		$1206483.70		$1296252.00		1340516.25		1374799.55		1443872.25

This is to certify that the above is an accurate and completed tabulation of bids received and publicly opened as scheduled on Sept. 20, 1984 at 3:00 p.m.

Respectfully submitted

CERRONE & VAUGHN, INC.

Dale Cerrone P.E.

Date: 9/26/84

MINERAL WELLS P.S.D.
BID TABULATION CONTRACT 04
OPENED SEPTEMBER 20, 1994

Item	Description	Quantity	Dave Sugar, Inc. New Middletown, OH Unit Price	Total	Valley Development St. Albans, WV Unit Price	Total	Alvarez Contractors Clarksburg, WV Unit Price	Total	Nicassio Enterprises Verona, PA Unit Price	Total	Dominic Nicassio Verona, PA Unit Price	Total	Trimble Services Latrobe, PA Unit Price	Total	Kenneth M. Dunn So. Charleston, WV Unit Price	Total	Erps Construction Princeton, WV Unit Price	Total
1	8 In. Gravity Sewer	22745	$18.00	$409402.00	$18.60	$423131.40	$20.00	$454900.00	$23.00	$523227.00	$23.20	$527776.00	$19.00	$432231.00	$21.00	$477729.00	$25.00	$568725.00
2	2 In. Pres. Sewer	2044	$40.00	$22704.00	$46.00	$22704.00	$40.00	$22704.00	$10.20	$20849.60	$40.00	$22704.00	$12.00	$24176.00	$44.50	$12016.00	$16.00	$43568.00
3	1-1/4 In.Pres.Sewer	904	$7.00	$6328.00	$8.25	$7425.00	$7.00	$6328.00	$10.70	$9638.00	$9.00	$8100.00	$11.00	$9900.00	$4.50	$4050.00	$14.00	$12600.00
4	6 In. Force Main	3432	$18.00	$61776.00	$12.00	$41184.00	$16.00	$54920.00	$13.50	$46332.00	$13.00	$44616.00	$14.00	$48048.00	$8.00	$27456.00	$18.00	$61776.00
5	MH Base, C.T.& Cast.	64	$1000.00	$64000.00	$950.00	$60800.00	$900.00	$57600.00	$725.00	$46400.00	$660.00	$42240.00	$425.00	$27200.00	$1300.00	$83200.00	$1050.00	$67200.00
6	Shallow Manhole	25	$1000.00	$25000.00	$950.00	$23750.00	$900.00	$22500.00	$735.00	$18375.00	$600.00	$15000.00	$750.00	$18750.00	$1330.00	$33250.00	$1000.00	$25000.00
7	48 In. MH Riser Pipe	77	$80.00	$6160.00	$80.00	$6160.00	$100.00	$7700.00	$60.00	$4620.00	$70.00	$5390.00	$70.00	$5390.00	$130.00	$10010.00	$65.00	$5005.00
8	Drop MH Connection	4	$800.00	$3200.00	$500.00	$2000.00	$500.00	$2000.00	$275.00	$1100.00	$300.00	$1200.00	$100.00	$400.00	$340.00	$1360.00	$1200.00	$4800.00
9	Cleanhole	4	$200.00	$800.00	$450.00	$1800.00	$500.00	$2000.00	$275.00	$1100.00	$200.00	$800.00	$225.00	$900.00	$525.00	$2100.00	$1050.00	$4200.00
10	Tp A Gr.Pump-4'acc.	4	$4900.00	$19600.00	$4296.00	$17184.00	$5100.00	$20400.00	$5000.00	$20000.00	$4825.00	$19300.00	$3797.00	$15188.00	$7900.00	$31600.00	$7000.00	$28000.00
11	Tp A Gr.Pump-5.5'acc	2	$5000.00	$10000.00	$4600.00	$9360.00	$5315.00	$10630.00	$5000.00	$10000.00	$5055.00	$10110.00	$4828.00	$9656.00	$8100.00	$16200.00	$7000.00	$14000.00
12	Tp A Gr.Pump-10'acc.	2	$6500.00	$13000.00	$5904.00	$11808.00	$8000.00	$16000.00	$5700.00	$11400.00	$5755.00	$11510.00	$4370.00	$8740.00	$8500.00	$17000.00	$7000.00	$14000.00
13	Tp B Gr.Pump-4'acc.	3	$5500.00	$16500.00	$6664.00	$19992.00	$6200.00	$18600.00	$5600.00	$16800.00	$5800.00	$17400.00	$4775.00	$14325.00	$9000.00	$27000.00	$7000.00	$21000.00
14	Tp B Gr.Pump-5.5'acc	1	$5700.00	$5700.00	$7100.00	$7100.00	$6500.00	$6500.00	$5000.00	$5000.00	$6025.00	$6025.00	$4996.00	$4996.00	$9300.00	$9300.00	$7000.00	$7000.00
15	Tp B Gr.Pump-7'acc.	1	$5900.00	$5900.00	$7425.00	$7425.00	$6800.00	$6800.00	$5960.00	$5960.00	$6225.00	$6225.00	$3978.00	$3978.00	$9500.00	$9500.00	$7000.00	$7000.00
16	Tp I Cl.Assy.(Pres.)	6	$500.00	$3000.00	$5300.00	$31800.00	$500.00	$3000.00	$875.00	$5250.00	$800.00	$4800.00	$450.00	$2700.00	$575.00	$3450.00	$1500.00	$9000.00
17	Tp T Cl.Assy.(Pres.)	3	$500.00	$1500.00	$350.00	$1050.00	$500.00	$1500.00	$750.00	$2250.00	$600.00	$1800.00	$350.00	$1050.00	$555.00	$1665.00	$1500.00	$4500.00
18	Tp I Cl.Assy.(F.M.)	1	$500.00	$500.00	$600.00	$600.00	$1000.00	$1000.00	$1040.00	$1040.00	$800.00	$800.00	$450.00	$450.00	$1500.00	$1500.00	$1500.00	$1500.00
19	Cast Iron Fittings	700	$2.00	$1400.00	$1.25	$875.00	$1.50	$1050.00	$2.00	$1400.00	$2.50	$1750.00	$2.00	$1400.00	$1.50	$1050.00	$2.00	$1400.00
20	For.Main Air& V.B.A.	1	$1200.00	$1200.00	$1000.00	$1000.00	$1500.00	$1500.00	$1700.00	$1700.00	$1500.00	$1500.00	$1100.00	$1100.00	$1670.00	$1670.00	$1600.00	$1600.00
21	6 In. Grav.Serv.Line	420	$18.00	$7560.00	$15.00	$6300.00	$16.00	$6720.00	$55.00	$23100.00	$15.00	$6300.00	$12.00	$5040.00	$16.00	$6720.00	$18.00	$7560.00
22	4 In. Grav.Serv.Line	2270	$15.00	$34050.00	$14.00	$31780.00	$12.00	$27240.00	$11.00	$24970.00	$11.00	$24970.00	$9.00	$20430.00	$15.00	$34050.00	$12.00	$27240.00
23	8 x 6 In. Serv. Wye	5	$80.00	$400.00	$45.00	$225.00	$100.00	$500.00	$40.00	$200.00	$60.00	$300.00	$35.00	$175.00	$35.00	$175.00	$20.50	$102.50
24	8 x 4 In. Serv. Wye	135	$65.00	$8775.00	$40.00	$5400.00	$60.00	$8100.00	$33.00	$4515.00	$40.00	$5400.00	$30.00	$4050.00	$30.00	$4050.00	$20.00	$2700.00
25	6 x 4 In. Serv. Wye	4	$40.00	$160.00	$35.00	$140.00	$50.00	$200.00	$30.00	$120.00	$40.00	$160.00	$25.00	$100.00	$25.00	$100.00	$14.75	$59.00
26	Ma. Serv. Insp. Hole	125	$150.00	$18750.00	$100.00	$12500.00	$100.00	$12500.00	$125.00	$15625.00	$120.00	$15000.00	$110.00	$13750.00	$165.00	$20625.00	$200.00	$25000.00
27	1-1/4 In. P.S.T.& CS	13	$250.00	$3250.00	$85.00	$1105.00	$150.00	$1950.00	$375.00	$4875.00	$150.00	$1950.00	$75.00	$975.00	$310.00	$4030.00	$32.00	$416.00
28	8 In. Pres. Boring	370	$140.00	$51800.00	$100.00	$37000.00	$100.00	$37000.00	$100.00	$37000.00	$150.00	$55500.00	$110.00	$40700.00	$100.00	$37000.00	$120.00	$44400.00
29	6 In.High Bor.(F.M.)	32	$100.00	$3200.00	$75.00	$2400.00	$80.00	$2560.00	$85.00	$2720.00	$100.00	$3200.00	$90.00	$2880.00	$90.00	$2880.00	$110.00	$3520.00
30	6 In.High.Serv.Bor.	80	$110.00	$8800.00	$75.00	$6000.00	$80.00	$6400.00	$85.00	$6800.00	$110.00	$8800.00	$90.00	$7200.00	$90.00	$7200.00	$110.00	$8800.00

31	4 In. High.Serv.Bor.	291	$80.00	$23280.00	$50.00	$14550.00	$60.00	$17460.00	$70.00	$20370.00	$60.00	$17460.00	$90.00	$26190.00	$80.00	$23280.00	$90.00	$26190.00			
32	2 In. High. Boring	54	$50.00	$2700.00	$20.00	$1080.00	$30.00	$1620.00	$55.00	$2970.00	$60.00	$3240.00	$70.00	$3780.00	$60.00	$3240.00	$85.00	$4590.00			
33	1 1/4 In. High. Bor.	110	$25.00	$2750.00	$15.00	$1650.00	$20.00	$2200.00	$50.00	$5500.00	$40.00	$4400.00	$70.00	$7700.00	$50.00	$5500.00	$85.00	$9350.00			
34	Sewage Holding Tank	1	$30600.00	$30600.00	$1700.00	$1700.00	$32000.00	$32000.00	$43000.00	$43000.00	$26000.00	$26000.00	$25000.00	$25000.00	$53600.00	$53600.00	$40000.00	$40000.00			
35	Permanent Shoring	140	$5.00	$700.00	$5.00	$700.00	$6.00	$840.00	$15.00	$2100.00	$10.00	$1400.00	$25.00	$3500.00	$9.00	$1260.00	$27.00	$3780.00			
36	Conc. Anchor Walls	2	$800.00	$1600.00	$00.00	$160.00	$400.00	$800.00	$275.00	$550.00	$200.00	$400.00	$50.00	$100.00	$100.00	$200.00	$85.00	$170.00			
37	Conc.Enc.(Gra.&F.M.)	21	$100.00	$2100.00	$170.00	$3570.00	$300.00	$6300.00	$150.00	$3150.00	$135.00	$2835.00	$75.00	$1575.00	$300.00	$6300.00	$120.00	$2520.00			
38	Conc.Enc.(Gra.Serv.)	5	$100.00	$500.00	$170.00	$850.00	$300.00	$1500.00	$150.00	$750.00	$135.00	$675.00	$75.00	$375.00	$300.00	$1500.00	$120.00	$600.00			
39	Misc.Con.(Gra.&F.M.)	9	$100.00	$900.00	$170.00	$1530.00	$300.00	$2700.00	$150.00	$1350.00	$135.00	$1215.00	$75.00	$675.00	$300.00	$2700.00	$110.00	$990.00			
40	Slag Rep.(Gra.&F.M.)	2959	$3.00	$8877.00	$2.50	$7397.50	$4.00	$11836.00	$3.50	$10356.50	$7.00	$20713.00	$2.25	$6657.75	$5.50	$16274.50	$4.00	$11836.00			
41	Slag Rep.(Gra.Serv.)	180	$3.00	$564.00	$3.00	$564.00	$4.50	$846.00	$3.50	$658.00	$7.00	$1316.00	$2.25	$423.00	$5.50	$1034.00	$4.00	$752.00			
42	Slag Rep.(Pressure)	163	$3.00	$489.00	$3.00	$489.00	$4.00	$652.00	$3.50	$570.50	$7.00	$1141.00	$2.25	$366.75	$5.50	$896.50	$4.00	$652.00			
43	Berm Sl.Res.(Gr.&FM)	100	$2.00	$360.00	$2.50	$450.00	$4.00	$720.00	$2.00	$360.00	$5.00	$900.00	$3.50	$630.00	$2.50	$450.00	$4.00	$720.00			
44	Berm Sl.Res.(Pres.)	870	$2.00	$1756.00	$2.50	$2195.00	$3.00	$2634.00	$2.00	$1756.00	$5.00	$4390.00	$3.50	$3073.00	$2.50	$2195.00	$4.00	$3512.00			
45	Asp.Pa.Re.(Gra.&FM)	31	$50.00	$1550.00	$30.00	$930.00	$25.00	$775.00	$25.00	$775.00	$20.00	$620.00	$25.00	$775.00	$31.00	$961.00	$10.00	$310.00			
46	Seeding(Gra.&F.M.)	22459	$1.00	$22459.00	$1.00	$22459.00	$0.75	$16844.25	$0.50	$11229.50	$0.50	$11229.50	$2.50	$56147.50	$1.00	$22459.00	$4.00	$89836.00			
47	Seeding (Gra.Serv.)	2155	$1.00	$2155.00	$1.00	$2155.00	$0.75	$1616.25	$0.50	$1077.50	$0.50	$1077.50	$2.50	$5387.50	$1.00	$2155.00	$4.00	$8620.00			
48	Seeding (Pressure)	2599	$1.00	$2599.00	$1.00	$2599.00	$0.50	$1299.50	$0.50	$1299.50	$0.50	$1299.50	$2.50	$6497.50	$1.00	$2599.00	$4.00	$10396.00			
49	Ext.Gra.Sewer to MH	2	$500.00	$1000.00	$400.00	$800.00	$800.00	$1600.00	$500.00	$1000.00	$400.00	$800.00	$500.00	$1000.00	$500.00	$1000.00	$1000.00	$2000.00			
50	New Pr.Sew.to Ext.MH	1	$300.00	$300.00	$400.00	$400.00	$1000.00	$1000.00	$500.00	$500.00	$300.00	$300.00	$500.00	$500.00	$500.00	$500.00	$1000.00	$1000.00			
51	Fl.Tr.Bk.&Cl.(G.&FM)	25597	$0.25	$6399.25	$1.00	$25597.00	$0.25	$6399.25	$0.25	$6399.25	$1.50	$38395.50	$3.00	$76791.00	$0.50	$12798.50	$5.00	$127985.00			
52	Fl.Tr.Bk.&Cl.(Gr.Sew	2338	$0.25	$584.50	$1.00	$2338.00	$0.25	$584.50	$0.25	$584.50	$1.50	$3507.00	$3.00	$7014.00	$0.50	$1169.00	$5.00	$11690.00			
53	Fl.Tr.Bk.&Cl.(Pres.)	3640	$0.25	$910.00	$1.00	$3640.00	$0.25	$910.00	$0.25	$910.00	$1.50	$5460.00	$3.00	$10920.00	$0.50	$1820.00	$5.00	$18200.00			
54	Line Testing (Grav.)	23104	$0.10	$2310.40	$0.25	$5776.00	$0.25	$5776.00	$0.25	$5776.00	$0.10	$2310.40	$0.25	$5776.00	$0.35	$8086.40	$3.00	$69312.00			
55	Line Testing (Pres.)	3748	$0.25	$937.00	$0.25	$937.00	$1.00	$3748.00	$0.50	$1874.00	$0.10	$374.80	$0.25	$937.00	$0.35	$1311.80	$2.00	$11244.00			
56	Force Main Testing	3432	$0.25	$858.00	$0.25	$858.00	$1.00	$3432.00	$0.50	$1716.00	$0.20	$686.40	$0.25	$858.00	$0.35	$1201.20	$3.00	$10296.00			
56a	Rip Rap	150	$10.00	$1500.00	$10.00	$2700.00	$30.00	$4500.00	$20.00	$3000.00	$35.00	$5250.00	$25.00	$3750.00	$46.00	$6900.00	$65.00	$9750.00			
57	Mobilization	1	$3000.00	$3000.00	$15000.00	$15000.00	$15000.00	$15000.00	$28000.00	$28000.00	$25000.00	$25000.00	$45000.00	$45000.00	$30000.00	$30000.00	$77200.00	$77200.00			
58	Audio-Video Cal.Tap.	1	$3500.00	$3500.00	$5000.00	$5000.00	$4000.00	$4000.00	$3000.00	$3000.00	$3500.00	$3500.00	$35000.00	$35000.00	$3000.00	$3000.00	$3775.00	$3775.00			
59	Manhole Testing	9	$300.00	$2700.00	$300.00	$2700.00	$50.00	$450.00	$200.00	$1800.00	$200.00	$1800.00	$100.00	$900.00	$180.00	$1620.00	$350.00	$3150.00			
60	Gr.Pump Spare Parts	1	$3000.00	$3000.00	$5000.00	$5000.00	$3000.00	$3000.00	$2700.00	$2700.00	$3000.00	$3000.00	$2737.00	$2737.00	$2950.00	$2950.00	$3000.00	$3000.00			
61	Tp I Elec.Serv.Wire	3150	$2.00	$6300.00	$3.00	$9450.00	$3.00	$9450.00	$1.90	$5985.00	$1.85	$5827.50	$2.10	$6615.00	$1.80	$5150.00	$2.00	$6300.00			
62	Tp II Elec.Serv.Wire	500	$3.50	$1750.00	$3.00	$1500.00	$3.50	$1750.00	$2.50	$1250.00	$2.55	$1275.00	$2.56	$1280.00	$1.20	$600.00	$2.65	$1325.00			
63	Conduit	3630	$3.00	$10890.00	$2.25	$8212.50	$4.00	$14520.00	$2.60	$9438.00	$2.50	$9125.00	$2.65	$9672.50	$1.65	$6022.50	$2.70	$9855.00			
64	Tp II Serv.Drop Pole	2	$3000.00	$6000.00	$1000.00	$2000.00	$1800.00	$3600.00	$2200.00	$4400.00	$2250.00	$4500.00	$2262.00	$4524.00	$1760.00	$3520.00	$2350.00	$4700.00			
65	Tp III Ser.Drop Pole	1	$3500.00	$3500.00	$1100.00	$1100.00	$2500.00	$2500.00	$2200.00	$2200.00	$2000.00	$2000.00	$2250.00	$2250.00	$1850.00	$1850.00	$2300.00	$2300.00			
66	Tap-off Box	10	$500.00	$5000.00	$375.00	$3750.00	$500.00	$5000.00	$700.00	$12600.00	$568.00	$10224.00	$682.00	$12276.00	$400.00	$7200.00	$710.00	$12780.00			
				$859789.15		$966263.00		$996116.75		$1094445.85		$1090033.90		$1112243.50		$1132159.40		$1625734.30			

This is to certify that the above is an accurate and completed tabulation of bids received and publicly opened as scheduled on Sept. 20, 1984 at 3:00 p.m.

Respectfully submitted,

CERRONE & VAUGHN, INC.

Date: 9/26/84

MINERAL WELLS PUBLIC SERVICE DISTRICT
BID TABULATIONS CONTRACT # 5
OPENED SEPTEMBER 20, 1984

			Marbo Constr. Co. RD#4, Box77 Moundsville, WV		Huber Constr. Co., Inc. 2310 Core Road Parkersburg, WV		Dave Sugar, Inc. P.O.Box AH New Middletown, Ohio		Valley Devel. of W.Va. 5833 MacCorkle Ave. S.W. St. Albans, WV		Trimble Services, Inc. 1302 Memorial Drive Latrobe, PA	
	Description	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	12 in. Gravity Sewer	1496	$14.19	$21,220.24	$19.00	$28,424.00	$26.00	$38,896.00	$30.00	$44,880.00	$22.00	$32,912.00
2	8 in. Gravity Sewer	470	$11.79	$5,541.30	$20.00	$9,400.00	$22.00	$10,340.00	$20.00	$9,400.00	$19.00	$8,930.00
3	3 in. Pressure Sewer	7870	$5.37	$42,261.90	$9.00	$70,830.00	$8.00	$62,960.00	$9.00	$70,830.00	$12.00	$94,440.00
4	2 in. Pressure Sewer	10720	$4.98	$53,385.60	$8.90	$95,408.00	$7.50	$80,400.00	$7.00	$75,040.00	$11.50	$123,280.00
5	1-1/4 In Pres. Sewer	6973	$5.13	$35,771.49	$9.00	$62,757.00	$7.00	$48,811.00	$7.25	$50,554.25	$11.00	$76,703.00
6	2 in. Water Main	1600	$4.98	$7,968.00	$8.90	$14,240.00	$10.00	$16,000.00	$7.00	$11,200.00	$14.00	$22,400.00
7	12 in. Force Main	9801	$11.76	$115,259.76	$14.00	$137,214.00	$14.00	$137,214.00	$18.00	$176,418.00	$20.00	$196,020.00
8	8 in. Force Main	13422	$7.61	$102,141.42	$11.80	$158,379.60	$13.00	$174,486.00	$16.00	$214,752.00	$16.00	$214,752.00
9	M.H. Base,Top,Cast'g	4	$1,020.00	$4,080.00	$850.00	$3,400.00	$1,000.00	$4,000.00	$1,200.00	$4,800.00	$425.00	$1,700.00
10	Shallow Manhole	1	$1,020.00	$1,020.00	$700.00	$700.00	$1,000.00	$1,000.00	$1,050.00	$1,050.00	$750.00	$750.00
11	48 in. Riser Pipe	6	$93.13	$558.78	$55.00	$330.00	$80.00	$480.00	$85.00	$510.00	$70.00	$420.00
12	Drop Connection	1	$426.25	$426.25	$315.00	$315.00	$1,000.00	$1,000.00	$600.00	$600.00	$100.00	$100.00
13	Tp. A GrPump-4' Acc	59	$3,080.00	$181,720.00	$3,215.25	$189,699.75	$5,000.00	$295,000.00	$5,370.00	$316,830.00	$3,797.00	$224,023.00
14	Tp.A GrPump-5.5' Acc	5	$3,355.91	$16,779.55	$3,382.00	$16,910.00	$5,400.00	$27,000.00	$5,850.00	$29,250.00	$4,028.00	$20,140.00
15	Tp.A GrPump-7' Acc	2	$3,496.50	$6,993.00	$3,471.41	$6,942.82	$5,600.00	$11,200.00	$6,035.00	$12,070.00	$4,122.00	$8,244.00
16	Tp.A GrPump-8.5' Acc	5	$3,670.42	$18,352.10	$3,582.96	$17,914.80	$5,900.00	$29,500.00	$6,537.00	$32,685.00	$4,238.00	$21,190.00
17	Tp.A GrPump-10' Acc	1	$3,872.50	$3,872.50	$3,708.31	$3,708.31	$6,200.00	$6,200.00	$6,560.00	$6,560.00	$4,370.00	$4,370.00
18	Tp.B GrPump-4' Acc	17	$4,175.25	$70,979.25	$4,995.00	$84,915.00	$5,500.00	$93,500.00	$6,000.00	$102,000.00	$4,775.00	$81,175.00
19	Tp.B GrPump-7' Acc	2	$4,717.50	$9,435.00	$4,485.09	$8,970.18	$6,100.00	$12,200.00	$660.00	$1,320.00	$3,970.00	$7,940.00
20	Tp.B GrPump-8.5' Acc	3	$5,052.14	$15,156.42	$4,715.00	$14,145.00	$6,700.00	$20,100.00	$7,000.00	$21,000.00	$4,210.00	$12,630.00
21	Tp.I Cleanout(Pres)	30	$921.25	$27,637.50	$600.00	$18,000.00	$500.00	$15,000.00	$800.00	$24,000.00	$450.00	$13,500.00
22	Tp.J Cleanout(Pres)	9	$1,483.75	$13,353.75	$650.00	$5,850.00	$2,400.00	$21,600.00	$1,000.00	$9,000.00	$450.00	$4,050.00
23	Tp.I Cleanout(Pres)	10	$356.79	$3,567.90	$350.00	$3,500.00	$600.00	$6,000.00	$500.00	$5,000.00	$350.00	$3,500.00
24	Tp.I Cleanout(FceMn)	8	$921.25	$7,370.00	$3,400.00	$27,200.00	$2,600.00	$20,800.00	$900.00	$7,200.00	$450.00	$3,600.00
25	Tp.J Cleanout(FceMn)	1	$1,483.75	$1,483.75	$3,100.00	$3,100.00	$1,400.00	$1,400.00	$1,100.00	$1,100.00	$450.00	$450.00
26	2 in. Valve	1	$236.88	$236.88	$232.00	$232.00	$250.00	$250.00	$325.00	$325.00	$150.00	$150.00
27	Valve Marker	1	$80.63	$80.63	$15.00	$15.00	$90.00	$90.00	$40.00	$40.00	$100.00	$100.00
28	C.I. Fit'gs(Wtr&Fce)	8000	$1.86	$16,368.00	$2.00	$17,600.00	$1.50	$13,200.00	$2.75	$24,200.00	$2.25	$19,800.00
29	C.I. Fit'gs(Pres.)	500	$1.86	$930.00	$2.00	$1,000.00	$1.50	$750.00	$2.25	$1,125.00	$2.25	$1,125.00
30	FcMn Air & Vac. Rel.	5	$1,645.00	$8,225.00	$1,329.81	$6,649.05	$1,400.00	$7,000.00	$1,000.00	$5,000.00	$1,100.00	$5,500.00
31	Pres. Air & Vac. Rel	3	$1,645.00	$4,935.00	$1,046.90	$3,140.70	$1,200.00	$3,600.00	$1,000.00	$3,000.00	$1,100.00	$3,300.00
32	Water Air Release	1	$1,270.00	$1,270.00	$350.00	$350.00	$350.00	$350.00	$700.00	$700.00	$750.00	$750.00
33	1 in. Tp.K Copper	15	$7.18	$107.70	$20.00	$300.00	$15.00	$225.00	$5.00	$75.00	$6.00	$90.00
34	6 in. Grav. Serv.	10	$8.99	$89.90	$30.00	$300.00	$20.00	$200.00	$20.00	$200.00	$12.00	$120.00
35	8 X 6 Serv. Wye	1	$68.13	$68.13	$50.00	$50.00	$100.00	$100.00	$60.00	$60.00	$35.00	$35.00
36	W.T. Serv. Insp Hole	1	$105.63	$105.63	$175.00	$175.00	$200.00	$200.00	$125.00	$125.00	$110.00	$110.00

[illegible]	[illegible] 1/4" [illegible] Serv	[illegible]	$14[illegible]	$1[illegible].22	$50.00	[illegible]14,1[illegible]	[illegible]	[illegible]	$175	$[illegible].00	[illegible]50.00	[illegible]$3,75[illegible]
[illegible]	[illegible]" Hi[illegible] Bori[illegible]	[illegible]	$7[illegible]	$[illegible].00	$50.00	$3,7[illegible]	[illegible]	[illegible]00.0	$125	$1[illegible].00	$0.00	[illegible]9,35[illegible]
39 6" Highway Boring	63	$67.[illegible]	$[illegible].40	$100.00	$8,50[illegible]	[illegible]	[illegible]00.0	$125	$1[illegible].00	$90.00	$2,970.00
40 3" Highway Boring	33	$59.69	$1,969.77	$75.00	$2,475.00	$100.00	$3,300.00	$40.00	$1,320.00	$60.00	$5,640.00
41 2" Highway Boring	94	$59.69	$5,610.86	$75.00	$7,050.00	$60.00	$5,640.00	$20.00	$1,880.00	$60.00	$34,000.00
42 1-1/4" Highway Borin	568	$17.56	$9,974.08	$75.00	$42,600.00	$25.00	$14,200.00	$20.00	$11,360.00	$60.00	$500.00
43 10" St Casing	20	$28.14	$562.80	$30.00	$600.00	$30.00	$600.00	$20.00	$400.00	$25.00	$1,400.00
44 4" St. Casing	70	$17.29	$1,210.30	$20.00	$1,400.00	$28.00	$1,960.00	$15.00	$1,050.00	$20.00	$270.00
45 21" PVC Casing	15	$28.17	$422.55	$40.00	$600.00	$50.00	$750.00	$35.00	$525.00	$18.00	$225.00
46 18" PVC Casing	15	$25.67	$385.05	$35.00	$525.00	$45.00	$675.00	$30.00	$450.00	$15.00	$240.00
47 15: PVC Casing	20	$23.17	$463.40	$20.00	$400.00	$30.00	$600.00	$18.00	$360.00	$12.00	$1,000.00
48 Conc.Anc.Wall(Grv&FM)	20	$297.50	$5,959.00	$150.00	$3,000.00	$300.00	$6,000.00	$80.00	$1,600.00	$50.00	$50.00
49 Conc.Anc.Wall(Pres)	1	$297.50	$297.50	$150.00	$150.00	$200.00	$200.00	$80.00	$80.00	$50.00	$2,325.00
50 Conc.Encas.(Grav&FM)	31	$175.36	$5,436.16	$125.00	$3,875.00	$100.00	$3,100.00	$170.00	$5,270.00	$75.00	$450.00
51 Conc.Encas.(Press)	6	$175.36	$1,052.16	$125.00	$750.00	$100.00	$600.00	$170.00	$1,020.00	$75.00	$375.00
52 MiscConc(Grav&FM)	5	$175.36	$876.80	$125.00	$625.00	$100.00	$500.00	$200.00	$1,000.00	$75.00	$375.00
53 MiscConc(Press)	5	$175.36	$876.80	$125.00	$625.00	$100.00	$500.00	$200.00	$1,000.00	$2.25	$11,760.75
54 Slag(Grav.& F.M.)	5227	$2.25	$11,769.75	$2.25	$11,760.75	$3.00	$15,681.00	$3.00	$15,681.00	$2.25	$4,902.75
55 Slag(Pressure)	2179	$2.25	$4,902.75	$2.25	$4,902.75	$3.00	$6,537.00	$3.00	$6,537.00	$3.50	$11,144.00
56 Bere Rest.(Grav&FM)	3184	$2.25	$7,164.00	$3.50	$11,144.00	$3.00	$9,552.00	$3.00	$9,552.00	$3.50	$30,740.50
57 Bere Rest.(Pressure)	8783	$2.25	$19,761.75	$3.50	$30,740.50	$2.00	$17,566.00	$3.00	$26,349.00	$25.00	$1,000.00
58 Asph.(Pressure)	72	$11.65	$838.80	$20.00	$1,440.00	$40.00	$2,880.00	$20.00	$1,440.00	$2.50	$53,037.50
59 Seeding(Grav&FM)	21215	$1.60	$33,944.00	$2.25	$47,733.75	$1.00	$21,215.00	$1.50	$31,822.50	$2.50	$25.00
60 Seeding(GravServ)	10	$1.60	$16.00	$2.25	$22.50	$5.00	$50.00	$1.50	$15.00	$2.50	$35,155.00
61 Seeding(Pressure)	14062	$1.60	$22,499.20	$2.25	$31,639.50	$1.00	$14,062.00	$1.50	$21,093.00	$500.00	$1,000.00
62 Grav Tiein to Ex. MH	2	$1,185.00	$2,370.00	$800.00	$1,600.00	$800.00	$1,600.00	$500.00	$1,000.00	$500.00	$500.00
63 Pres Tiein to Ex. MH	1	$1,185.00	$1,185.00	$800.00	$800.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
64 Tiein to Ex. Wtrline	1	$1,185.00	$1,185.00	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$3.00	$89,889.00
65 Final Clnup-(Gr&FM)	29963	$0.50	$14,981.50	$1.50	$44,944.50	$0.50	$14,981.50	$1.00	$29,963.00	$3.00	$30.00
66 Final Clnup-(GrvSer)	10	$0.50	$5.00	$1.50	$15.00	$1.00	$10.00	$1.00	$10.00	$3.00	$76,629.00
67 Final Clnup-(Pres)	25543	$0.50	$12,771.50	$1.50	$38,314.50	$0.50	$12,771.50	$1.00	$25,543.00	$3.00	$491.50
68 Testing(Gravity)	1966	$0.50	$983.00	$0.90	$1,769.40	$0.50	$983.00	$0.30	$589.80	$0.25	$6,385.75
69 Testing(Pressure)	25543	$0.50	$12,771.50	$1.10	$28,097.30	$0.30	$7,662.90	$0.30	$7,662.90	$0.25	$5,884.25
70 F.M. Testing	23537	$0.50	$11,768.50	$1.10	$25,890.70	$0.25	$5,884.25	$0.30	$7,061.10	$0.25	$400.00
71 Water Main Testing	1600	$0.50	$800.00	$1.10	$1,760.00	$0.50	$800.00	$0.45	$720.00	$40.00	$8,720.00
72 12" River Crossing	218	$181.36	$39,536.48	$160.00	$34,880.00	$200.00	$43,600.00	$350.00	$76,300.00	$32.00	$3,072.00
73 8" River Crossing	96	$140.08	$13,447.68	$125.00	$12,000.00	$150.00	$14,400.00	$190.00	$18,240.00	$25.00	$625.00
74 Rip-Rap	25	$26.65	$666.25	$150.00	$3,750.00	$40.00	$1,000.00	$65.00	$1,625.00	$50,000.00	$50,000.00
75 Mobilization	1	$43,853.75	$43,853.75	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$12,000.00	$12,000.00	$30,000.00	$30,000.00
76 Audio-Video Taping	1	$7,715.00	$7,715.00	$8,000.00	$8,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$250.00	$250.00
77 Effl. Outfall Sign	1	$174.38	$174.38	$500.00	$500.00	$550.00	$550.00	$1,500.00	$1,500.00	$100.00	$100.00
78 Manhole Testing	1	$98.75	$98.75	$100.00	$100.00	$300.00	$300.00	$400.00	$400.00	$2,837.00	$19,859.00
79 GrPump Spare Parts	7	$2,996.88	$20,978.16	$3,000.00	$21,000.00	$3,000.00	$21,000.00	$5,305.00	$37,135.00	$1.90	$46,626.00
80 Tp.A ElecSvc Wire	24540	$1.42	$34,846.80	$1.94	$47,607.60	$3.00	$73,620.00	$2.20	$53,988.00	$2.30	$8,050.00
81 Tp.B ElecSvc Wire	3500	$1.54	$5,390.00	$2.21	$7,735.00	$3.50	$12,250.00	$2.50	$8,750.00	$2.50	$70,100.00
82 Conduit	28040	$4.34	$121,693.60	$2.44	$68,417.60	$4.00	$112,160.00	$2.40	$67,296.00	$1,775.00	$3,550.00
83 Tp.I SvcDrop Pole	2	$1,415.00	$2,830.00	$1,730.00	$3,460.00	$2,500.00	$5,000.00	$1,800.00	$3,600.00	$2,260.00	$13,560.00
84 Tp.II SvcDrop Pole	6	$1,790.00	$10,740.00	$2,100.00	$12,600.00	$3,000.00	$18,000.00	$1,850.00	$11,100.00	$2,220.00	$6,660.00
85 Tp.III SvcDrop Pole	3	$1,758.75	$5,276.25	$2,060.00	$6,180.00	$3,500.00	$10,500.00	$2,000.00	$6,000.00	$2,400.00	$4,800.00
86 Tp.IV SvcDrop Pole	2	$1,821.25	$3,642.50	$2,294.25	$4,588.50	$4,000.00	$8,000.00	$2,500.00	$5,000.00	$682.00	$76,384.00
87 Tap-off Box	112	$223.75	$25,060.00	$667.00	$74,704.00	$500.00	$56,000.00	$365.00	$40,880.00		
			$1,359,606.03		$1,702,188.06		$1,764,093.15		$1,850,287.55		$1,950,989.00

This is to certify that the above is an accurate and completed tabulation of bids received and publicly opened as scheduled on Sept. 20, 1984 at 10:00 a.m.

Respectfully submitted,

CERRONE & VAUGHN, INC.

D. E. Cerrone, P.E.

Date: 9/26/84

CERRONE & VAUGHN, INC.
—CONSULTING ENGINEERS—
401 Main Street - Wheeling, W.Va. 26003
Area Code 304-232-5550

MINERAL WELLS P.S.D.
BID TABULATION CONTRACT #6
OPENED SEPTEMBER 20, 1984

	Lump Sum Bid
Graceland Construction, Inc. Dunbar, WV	$ 385,000.00
Shelly & Sands, Inc. Zanesville, OH	$ 385,398.00
Kenneth M. Dunn So. Charleston, WV	$ 403,416.00
Rover Construction, Inc. St. Albans, WV	$ 465,000.00
Alvarez Contractors, Inc. Clarksburg, WV	$ 493,012.00

This is to certify that the above is an accurate and completed tabulation of bids received and publicly opened as scheduled on Sept. 20, 1984, at 10:00 a.m.

Respectfully submitted,

CERRONE & VAUGHN, INC.

D. E. Cerrone, P.E.

Date: 9/26/84

CERRONE & VAUGHN, INC.
—CONSULTING ENGINEERS—
401 Main Street - Wheeling, W.Va. 26003
Area Code 304-232-5550

MINERAL WELLS P.S.D.
BID TABULATION CONTRACT #7
OPENED SEPTEMBER 20, 1984

	Lump Sum Bid
Wilson Construction Co. Huntington, WV	$ 796,740.00
Miami Valley Contr., Inc. Vandalia, OH	$ 879,000.00

This is to certify that the above is an accurate and completed tabulation of bids received and publicly opened as scheduled on Sept. 20, 1984, at 1:00 p.m.

Respectfully submitted,

CERRONE & VAUGHN, INC.

D. E. Cerrone, P.E.

Date: 9/26/84

BID FORM

PROJECT IDENTIFICATION: Wastewater Facilities

CONTRACT IDENTIFICATION AND NUMBER: Contract No. 1

THIS BID IS SUBMITTED TO: Mineral Wells Public Service District
Rt. #2, Box 21
Mineral Wells, W. Va. 26150

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within twenty days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
Aug. 31, 1984	1
Sept. 10, 1984	2
Sept. 14, 1984	3

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

B. BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary.

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding: and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the work for the following unit prices:

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
1	8" Gravity Sewer	20,113 LF	Seventeen Dollars & Seventy-One Cents Dollars & Cents $ 17.71	$ 356,201.23
2*	2" Pressure Sewer	780 LF	Six Dollars & Sixteen Cents Dollars & Cents $ 6.16	$ 4,804.80
3*	1-1/4" Pressure Sewer	581 LF	Six Dollars & Thirty-One Cents Dollars & Cents $ 6.31	$ 3,666.11
4	6" Force Main	2,195 LF	Seven Dollars & Forty-Nine Cents Dollars & Cents $ 7.49	$ 16,440.55
5	Manhole Base, Cone Top and Casting	57 Ea.	Nine Hundred Seventy-Four Dollars & No Cents Dollars & Cents $ 974.00	$ 55,518.00
6	Watertight Manhole Base, Cone Top & Casting	4 Ea.	One Thousand Thirty-Six Dollars & Fifty Cents Dollars & Cents $ 1,036.50	$ 4,146.00
7	Shallow Manhole	21 Ea.	Nine Hundred Seventy-Four Dollars & No Cents Dollars & Cents $ 974.00	$ 20,454.00

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
8	Watertight Shallow Manhole	1 Ea.	One Thousand Thirty-Six Dollars & Fifty Cents Dollars & Cents $ 1,036.50	$ 1,036.50
9	48" Diameter Manhole Riser Pipe	128 VF	Ninety-Three Dollars & Thirteen Cents Dollars & Cents $ 93.13	$ 11,920.64
10	Drop Manhole Connection	10 Ea.	Four Hundred Twenty-Six Dollars & Twenty-Five Cents Dollars & Cents $ 426.25	$ 4,262.50
11	Lamphole	11 Ea.	Two Hundred Forty-Three Dollars & Fifty Cents Dollars & Cents $ 243.50	$ 2,678.50
12*	Type A Grinder Pump Installation with 5-1/2' Accessway	1 Ea.	Three Thousand Five Hundred Seventeen Dollars & Fifty Cents Dollars & Cents $ 3,517.50	$ 3,517.50
13*	Type A Grinder Pump Installation with 7' Accessway	1 Ea.	Three Thousand Six Hundred Ninety-Nine Dollars & Sixty-Four Cents Dollars & Cents $ 3,699.64	$ 3,699.64
14*	Type B Grinder Pump Installation with 4' Accessway	2 Ea.	Four Thousand Two Hundred Ninety-Three Dollars & Seventy-Five Cents Dollars & Cents $ 4,293.75	$ 8,587.50

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
15*	Type B Grinder Pump Installation with 5-1/2' Accessway	1 Ea.	Four Thousand Six Hundred Eight Dollars & Thirty-Nine Cents Dollars & Cents $ 4,608.39	$ 4,608.39
16*	Type B Grinder Pump Installation with 7' Accessway	1 Ea.	Four Thousand Nine Hundred Fifteen Dollars & No Cents Dollars & Cents $ 4,915.00	$ 4,915.00
17*	Type I Cleanout (Pressure)	1 Ea.	Nine Hundred Twenty-One Dollars & Twenty-Five Cents Dollars & Cents $ 921.25	$ 921.2
18*	Type T Cleanout (Pressure)	1 Ea.	Four Hundred Fifty Dollars & Fifty-Four Cents Dollars & Cents $ 450.54	$ 450.5
19	Type I Cleanout (Force Main)	1 Ea.	Nine Hundred Twenty-One Dollars & Twenty-Five Cents Dollars & Cents $ 921.25	$ 921.2
20	Cast Iron Fittings	350 lb.	One Dollar & Eighty-Six Cents Dollars & Cents $ 1.86	$ 651.0
21	Force Main Air & Vacuum Release Assembly	2 Ea.	One Thousand Six Hundred Forty-Five Dollars & No Cents Dollars & Cents $ 1,645.00	$ 3,290.0

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Ite Price
22**	6" Gravity Service Line	55 LF	Eight Dollars & Ninety-Nine Cents Dollars & Cents $ 8.99	$ 494.4
23**	4" Gravity Service Line	3,002 LF	Eight Dollars & Forty-Four Cents Dollars & Cents $ 8.44	$ 25,336.8
24	8" x 6" Service Wye	3 Ea.	Sixty-Eight Dollars & Thirteen Cents Dollars & Cents $ 68.13	$ 204.3
25	8" x 4" Service Wye	137 Ea.	Sixty-Seven Dollars & Fifty Cents Dollars & Cents $ 67.50	$ 9,247.5
26**	6" x 4" Service Wye	4 Ea.	Sixty-One Dollars & Eighty-Eight Cents Dollars & Cents $ 61.88	$ 247.5
27**	Watertight Service Inspection Hole	143 Ea.	One Hundred Five Dollars & Sixty-Three Cents Dollars & Cents $ 105.63	$ 15,105.0
28*	1-1/4" Pressure Serv. Tap & Corporation Stop	6 Ea.	One Hundred Forty-Three Dollars & Thirteen Cents Dollars & Cents $ 143.13	$ 858.7

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
29	8" Highway Boring	164 LF	Sixty-Seven Dollars & Sixty-Four Cents Dollars & Cents $ 67.64	$ 11,092.96
30**	6" Highway Service Boring	56 LF	Sixty-Seven Dollars & Sixty-Four Cents Dollars & Cents $ 67.64	$ 3,787.84
31**	4" Highway Service Boring	134 LF	Fifty-Nine Dollars & Sixty-Nine Cents Dollars & Cents $ 59.69	$ 7,998.46
32*	Sewage Holding Tank	L.S.	Thirty-One Thousand Ninety-Three Dollars & Seventy-Five Cents Dollars & Cents $ 31,093.75	$ 31,093.75
33	Permanent Shoring	205 SY	Twenty Dollars & Forty Cents Dollars & Cents $ 20.40	$ 4,182.00
34	Concrete Anchor Walls	6 Ea.	Two Hundred Ninety-Seven Dollars & Fifty Cents Dollars & Cents $ 297.50	$ 1,785.00
35	Concrete Encasement (Gravity)	9 CY	One Hundred Seventy-Five Dollars & Thirty-Six Cents Dollars & Cents $ 175.36	$ 1,578.24

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
36	Miscellaneous Concrete (Gravity)	8 CY	One Hundred Seventy-Five Dollars & Thirty-Six Cents Dollars & Cents $ 175.36	$ 1,402.8
37*	Miscellaneous Concrete (Pressure)	1 CY	One Hundred Seventy-Five Dollars & Thirty-Six Cents Dollars & Cents $ 175.36	$ 175.3
38	Slag Replacement (Gravity & Force Main)	4,802 LF	Two Dollars & Twelve Cents Dollars & Cents $ 2.12	$ 10,180.2
39**	Slag Replacement (Gravity Service)	293 LF	Two Dollars & Twelve Cents Dollars & Cents $ 2.12	$ 621.1
40*	Slag Replacement (Pressure)	101 LF	Two Dollars & Twelve Cents Dollars & Cents $ 2.12	$ 214.1
41	Asphalt Pavement Replacement (Gravity & Force Main)	12 LF	Eleven Dollars & Sixty-Five Cents Dollars & Cents $ 11.65	$ 139.8
42*	Asphalt Pavement Replacement (Pressure)	39 LF	Eleven Dollars & Sixty-Five Cents Dollars & Cents $ 11.65	$ 454.3

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
43	Seeding (Gravity & Force Main)	16,393 LF	One Dollar & Fifty-Seven Cents Dollars & Cents $ 1.57	$ 25,737.01
44**	Seeding (Gravity Service)	1,717 LF	One Dollar & Fifty-Seven Cents Dollars & Cents $ 1.57	$ 2,695.69
45*	Seeding (Pressure)	1,218 LF	One Dollar & Fifty-Seven Cents Dollars & Cents $ 1.57	$ 1,912.26
46	Final Trench Backfill & Cleanup (Gravity & Force Main)	19,976 LF	Forty-Seven Cents Dollars & Cents $ .47	$ 9,388.72
47**	Final Trench Backfill & Cleanup (Gravity Service)	1,975 LF	Forty-Seven Cents Dollars & Cents $ .47	$ 928.25
48*	Final Trench Backfill & Cleanup (Pressure)	1,361 LF	Forty-Seven Cents Dollars & Cents $ .47	$ 639.67

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Ite Price
49	Line Testing (Gravity)	20,140 LF	Forty-Seven Cents Dollars & Cents $ .47	$ 9,465.8
50*	Line Testing (Pressure)	1,361 LF	Forty-Seven Cents Dollars & Cents $ .47	$ 639.6
51	Force Main Testing	2,195 LF	Forty-Seven Cents Dollars & Cents $ .47	$ 1,031.6
52	Mobilization	L.S.	Thirty-Eight Thousand Six Hundred Ninety-Five Dollars Fifty Cents Dollars & Cents $ 38,695.50	$ 38,695.5
53	Audio-Video Color Taping	L.S.	Three Thousand Seven Hundred Fifty-Two Dollars & Fifty Cents Dollars & Cents $ 3,752.50	$ 3,752.5
54	Manhole Testing	9 Ea.	Ninety-Eight Dollars & Seventy-Five Cents Dollars & Cents $ 98.75	$ 888.7
55*	Grinder Pump Spare Parts	1 Set	Two Thousand Nine Hundred Ninety-Six Dollars & Eighty-Eight Cents Dollars & Cents $ 2,996.88	$ 2,996.8

PROPOSAL FORM - CONTRACT 1

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
56*	Type A Electrical Service Wire	1430 L.F.	One Dollar & Forty-Two Cents Dollars & Cents $ 1.42	$ 2,030.60
57*	Conduit	1430 L.F.	Four Dollars & Thirty-Four Cents Dollars & Cents $ 4.34	$ 6,206.20
58*	Type I Service Drop Pole	2 Ea.	One Thousand Four Hundred Fifteen Dollars & No Cents Dollars & Cents $ 1,415.00	$ 2,830.00
59*	Type II Service Drop Pole	1 Ea.	One Thousand Seven Hundred Ninety Dollars & No Cents Dollars & Cents $ 1,790.00	$ 1,790.00
60*	Tap-off Box	6 Ea.	Two Hundred Twenty-Three Dollars & Seventy-Five Cents Dollars & Cents $ 223.75	$ 1,342.50

Total Bid	$ 751,863.31
*Bid Amount Eligible for 85% EPA Funding	$ 88,354.87
Bid Amount Eligible for 75% EPA Funding	$ 606,293.11
**Bid Amount Ineligible for EPA Funding	$ 57,215.34

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finish work of the several kinds called for.

5. BIDDER agrees that the Work

will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages the event of failure to complete the work on time.

BIDDER understands that the Owner reserves the right to reject any or a bids and to waive any informalities in the bidding.

6. The following documents are attached to and made a condition o this Bid:

(a) Required Bid Security in the form of

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

8. The terms us in this Bid which are defined in the General Cond tions of the Construction Contract included as part of the Contract Doc ments have the meanings assigned to them in the General Conditions.

SUBMITTED on Sep 20, 1984.

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No: _____

A Corporation

By MARBO CONSTRUCTION COMPANY, INC.
(Corporation Name)

WEST VIRGINIA
(State of Incorporation)

By ROBERT G. MARSH, PRESIDENT
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest MARY C. MARSH
(Secretary)

Business Address: RD #4 Box 77
Moundsville, WV 26041

Phone No.: (304) 845-9180

A Joint Venture

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

FmHA Instruction 1942-A
(Guide 19 - Attachment 4)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, MABRO CONSTRUCTION CO., INC. as Principal, and THE BUCKEYE UNION INSURANCE COMPANY as Surety, are hereby held and firmly bound unto Mineral Wells Public Service as OWNER in the penal sum of 5% of total amount of Bid, but not to exceed Forty Thousand and no/100 -- Dollars ($40,000.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of September, 19 84.

The Condition of the above obligation is such that whereas the Principal has submitted to Mineral Wells Public Service District a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Wastewater Collection and Transportation Facilities Contract 1

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does herby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

MARBO CONSTRUCTION CO., INC.

Ralph S. Marsh (L.S.)

Principal

THE BUCKEYE UNION INSURANCE COMPANY

Surety

By: [illegible]

Attorney-in-fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

oOo

The Buckeye Union Insurance Company

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE BUCKEYE UNION INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

JOHN W. BRAMBLE OR E.P. DUBOIS OR JOHN B. HUNTER OR A.F. MARSHALL,JR. OR KARL W. NEUMANN OR H.M. SPEARS OR PAUL R. TURNER OR TED A. HABAK ALL OF WHEELING, WEST VIRGINIA, EACH

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

UNLIMITED DOLLARS.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE BUCKEYE UNION INSURANCE COMPANY at a meeting duly called and held on the 10th day of February, 1975:

"RESOLVED, that the Chairman of the Board, Vice Chairman of the Board, the President, any Vice President, any Assistant Vice President or any Secretary be and each or any of them hereby is authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of THE BUCKEYE UNION INSURANCE COMPANY bonds, undertakings and all contracts of surety, and that any Assistant Vice President, Secretary or Assistant Secretary be and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach thereto the seal of the Company", and

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

In Witness Whereof, THE BUCKEYE UNION INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 27th day of April, 1982.

THE BUCKEYE UNION INSURANCE COMPANY

Attest:

By

Robert W. Adler, Sr.

Robert W. Adler, Sr., Assistant Vice President

M. L. Ford

M. L. Ford, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 27th day of April, 1982, before me personally came M. L. Ford, to me known, who being by me duly sworn, did depose and say that he resides in Summit, in the County of Union, State of New Jersey, at 768 Springfield Avenue; that he is a Vice-President of THE BUCKEYE UNION INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Susan M. McCarthy

Susan M. McCarthy
A Notary Public of New Jersey
My Commission Expires Feb. 17, 1987

CERTIFICATE

I, the undersigned, an Assistant Secretary of THE BUCKEYE UNION INSURANCE COMPANY, an Ohio corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 20th day of September 19 84

James M. Keane

James M. Keane, Assistant Secretary

13 BOND 4315A

BID FORM

PROJECT IDENTIFICATION: Wastewater Facilities

CONTRACT IDENTIFICATION AND NUMBER: Contract No. 2

THIS BID IS SUBMITTED TO: Mineral Wells Public Service District
Rt. #2, Box 21
Mineral Wells, W. Va. 26150

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within twenty days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
8/31/84	1
9/7/84	2
9/14/84	3

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

B. BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary.

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding: and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the work for the following unit prices:

PROPOSAL FORM - CONTRACT 2

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
1	8" Gravity Sewer	16,112 LF	NINETEEN DOLLARS Dollars & Cents $ 19.00	$ 306,128.
2	8" Force Main	972 LF	EIGHT DOLLARS + FIFTY CENTS Dollars & Cents $ 8.50	$ 8262.00
3	Manhole Base, Cone Top and Casting	48 Ea.	NINE HUNDRED DOLLARS Dollars & Cents $ 900.00	$ 43,200.00
4	Watertight Manhole Base, Cone Top & Casting	9 Ea.	ONE THOUSAND DOLLARS Dollars & Cents $ 1,000.00	$ 9,000.00
5	Shallow Manhole	14 Ea.	NINE HUNDRED DOLLARS Dollars & Cents $ 900.00	$ 12,600.00
6	48" Diameter Manhole Riser Pipe	132 VF	SEVENTY-FIVE DOLLARS Dollars & Cents $ 75.00	$ 9900.00
7	Drop Manhole Connection	14 Ea.	FIVE HUNDRED DOLLARS Dollars & Cents $ 500.00	$ 7000.00

PROPOSAL FORM - CONTRACT 2

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
8	Lamphole	10 Ea.	THREE HUNDRED DOLLARS Dollars & Cents $ 300.00	$ 3,000.00
9	Cast Iron Fittings	500 Lb.	ONE DOLLAR Dollars & Cents $ 1.00	$ 500.00
10**	6" Gravity Service Line	90 LF	FIFTEEN DOLLARS Dollars & Cents $ 15.00	$ 1350.00
11**	4" Gravity Service Line	1,920 LF	TWELVE DOLLARS Dollars & Cents $ 12.00	$ 23040.00
12	8" x 6" Service Wye	4 Ea.	THIRTY-FIVE DOLLARS Dollars & Cents $ 35.00	$ 140.00
13	8" x 4" Service Wye	109 Ea.	THIRTY DOLLARS Dollars & Cents $ 30.00	$ 3270.00
13a	6" x 4" Service Wye	2 Ea.	THIRTY DOLLARS Dollars & Cents $ 30.00	$ 60.00

PROPOSAL FORM - CONTRACT 2

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
14**	Watertight Service Inspection Hole	113 Ea.	One Hundred Dollars Dollars & Cents $ 100.00	$ 11,300.00
15	8" Highway Boring	100 LF	Eighty-Five Dollars Dollars & Cents $ 85.00	$ 8,500.00
15a**	6" Highway Service Boring	30 LF	Seventy-Five Dollars Dollars & Cents $ 75.00	$ 2250.00
16**	4" Highway Service Boring	130 LF	Sixty Dollars Dollars & Cents $ 60.00	$ 7,800.00
17	Concrete Anchor Walls	3 Ea.	One Hundred Fifty Dollars Dollars & Cents $ 150.00	$ 450.00
18	Concrete Encasement (Gravity & Force Main)	17 CY	Two Hundred Dollars Dollars & Cents $ 200.00	$ 3400.00
19	Miscellaneous Concrete (Gravity & Force Main)	13 CY	Two Hundred Dollars Dollars & Cents $ 200.00	$ 2600.00
20	Slag Replacement (Gravity & Force Main)	6,280 LF	Three Dollars Dollars & Cents $ 3.00	$ 18,840.0

PROPOSAL FORM - CONTRACT 2

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
21**	Slag Replacement (Gravity Service)	340 LF	THREE DOLLARS Dollars & Cents $ 3.00	$ 1020.00
22	Asphalt Pavement Replacement (Gravity & Force Main)	195 LF	TWENTY-FIVE DOLLARS Dollars & Cents $ 25.00	$ 4875.00
23**	Asphalt Pavement Replacement (Gravity Service)	10 LF	THIRTY DOLLARS Dollars & Cents $ 30.00	$ 300.00
24	Seeding (Gravity & Force Main)	9,526 LF	ONE DOLLAR + FIFTY CENTS Dollars & Cents $ 1.50	$ 14,289.00
25**	Seeding (Gravity Service)	1,515 LF	ONE DOLLAR Dollars & Cents $ 1.00	$ 1515.00
26	Tie-in Existing Gravity Sewer to New Manhole	2 Ea.	FIVE HUNDRED DOLLARS Dollars & Cents $ 500.00	$ 1000.00
27	Final Trench Backfill & Cleanup (Gravity & Force Main)	16,286 LF	TEN CENTS Dollars & Cents $ 0.10	$ 1628.60

PROPOSAL FORM - CONTRACT 2

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
28**	Final Trench Backfill & Cleanup (Gravity Service)	1,621 LF	TEN CENTS Dollars & Cents $ 0.10	$ 162.10
29	Line Testing (Gravity)	16,195 LF	TWENTY-FIVE CENTS Dollars & Cents $ 0.25	$ 4048.75
30	Force Main Testing	972 LF	TWENTY-FIVE CENTS Dollars & Cents $ 0.25	$ 243.00
31	Mobilization	L.S.	FIVE THOUSAND DOLLARS Dollars & Cents $ 5,000.00	$ 5,000.00
32	Audio-Video Color Taping	L.S.	FIVE THOUSAND DOLLARS Dollars & Cents $ 5,000.00	$ 5,000.00
33	Manhole Testing	7 Ea.	THREE HUNDRED DOLLARS Dollars & Cents $ 300.00	$ 2,100.00
		Total Bid		$ 523,771.
	*Bid Amount Eligible for 85% EPA Funding			$ 0
	Bid Amount Eligible for 75% EPA Funding			$ 475,034
	**Bid Amount Ineligible for EPA Funding			$ 48,737.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

5. BIDDER agrees that the Work

will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

6. The following documents are attacted to and made a condition of this Bid:

(a) Required Bid Security in the form of

7. Communiciations concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on 9/20, 1984.

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____
Business address: _____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

Phone No: _____

A Corporation

By ROVER CONSTRUCTION INC.
(Corporation Name)

WEST VIRGINIA
(State of Incorporation)

By Ronnie E. Shaffer
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest Robert W. Walton
(Secretary)

Business Address: ROVER CONSTRUCTION INC.
P.O. BOX 127
ST. ALBANS, W.VA. 25177

Phone No.: 304 768-8895

A Joint Venture

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ROVER CONSTRUCTION, INC. P.O. Box 127, St. Albans, West Virginia 25177 as principal, and AMERICAN STATES INSURANCE COMPANY as Surety, are hereby held and firmly bound unto MINERAL WELLS PUBLIC SERVICE DISTRICT as Owner in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT OF THE BID for the payment of which, well and truly made, we hereby jointly and severally bind ourselves, sucessors and assigns.

Signed, this 20th day of SEPTEMBER, 1984.

The condition of the above obligation is such that whereas the Principal has submitted to MINERAL WELLS PUBLIC SERVICE DISTRICT a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for

Contract 2, Sewage Collection Systems

NOW THEREFORE,

A. If said Bid shall be rejected, or in the alternate,

B. If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ROVER CONSTRUCTION, INC.

BY: _____ (L.S.)

Principal

AMERICAN STATES INSURANCE CO.

Surety

Indianapolis, Indiana

Countersigned:

_____

Resident Agent

By: _____

William A. Kantlehner, Attorney-in-Fact

IMPORTANT - Surety companies executing bonds must appear on the Trea Department's most current list (Circular 570 as amended) and be autho to transact business in the state where the project is located.

00605-02

GENERAL POWER OF ATTORNEY

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint ----------FRED M. GARRETT, JR., WILLIAM A. KANTLEHNER, MARGARET CLARK, STEVEN M. GARRETT, AND WILLIAM A. KANTLEHNER III

(Jointly or Severally)

of Louisville and State of Kentucky its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TEN MILLION AND NO/100 ($10,000,000.00) DOLLARS----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 28th day of January A. D. 19 83.

AMERICAN STATES INSURANCE COMPANY

By Alanson T. Abel
Assistant Vice-President

(SEAL)

ATTEST: Thomas M. Ober
Assistant Secretary

STATE OF INDIANA
COUNTY OF MARION } SS:

On this 28th day of January, A. D. 19 83, before me personally came Alanson T. Abel, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation, and that he signed his name thereto under like authority. And said Alanson T. Abel further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES
February 14, 1984
My Commission Expires

Kelly J. Winkle
Notary Public

STATE OF INDIANA
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 20th day of September A. D., 19 84.

(SEAL)

Thomas M. Ober

BID FORM

PROJECT IDENTIFICATION: Wastewater Facilities

CONTRACT IDENTIFICATION AND NUMBER: Contract No. 3

THIS BID IS SUBMITTED TO: Mineral Wells Public Service District
Rt. #2, Box 21
Mineral Wells, W. Va. 26150

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within twenty days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
August 31, 1984	1
September 7, 1984	2
September 14, 1984	3

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

B. BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary.

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding: and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the work for the following unit prices:

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
1	12" Gravity Sewer	4,046 LF	Twenty one & 00/100 Dollars & Cents $ 21.00	$ 84,96
2	10" Gravity Sewer	4,724 LF	Twenty & 00/100 Dollars & Cents $ 20.00	$ 94,48
3	8" Gravity Sewer	20,598 LF	Eighteen & 50/100 Dollars & Cents $ 18.50	$ 381,06
4*	2" Pressure Sewer	4,165 LF	Eight & 00/100 Dollars & Cents $ 8.00	$ 33,320
5*	1-1/4" Pressure Sewer	1,385 LF	Seven & 00/100 Dollars & Cents $ 7.00	$ 9,695
6	Manhole Base, Cone Top & Casting	73 Ea.	One Thousand & 00/100 Dollars & Cents $ 1,000.00	$ 73,000
7	Watertight Manhole Base, Cone Top & Casting	17 Ea.	Eleven Hundred & 00/100 Dollars & Cents $ 1,100.00	$ 18,70

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
8	Shallow Manhole	21 Ea.	One Thousand & 00/100 Dollars & Cents $ 1,000.00	$ 21,000
9	Watertight Shallow Manhole	6 Ea.	Eleven Hundred & 00/100 Dollars & Cents $ 1,100.00	$ 6,600
10	48" Diameter Manhole Riser Pipe	303 VF	Eighty & 00/100 Dollars & Cents $ 80.00	$ 24,240
11	Drop Manhole Connection	11 Ea.	Eight Hundred & 00/100 Dollars & Cents $ 800.00	$ 8,800
12	Lamphole	2 Ea.	Two Hundred & 00/100 Dollars & Cents $ 200.00	$ 400
13*	Type A Grinder Pump Installation with 4' Accessway	3 Ea.	Four, Nine Hundred & 00/100 Dollars & Cents $ 4,900.00	$ 14,700
14*	Type A Grinder Pump Installation with 5-1/2' Accessway	3 Ea.	Five Thousand & 00/100 Dollars & Cents $ 5,000.00	$ 15,000

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
15*	Type A Grinder Pump Installation with 7' Accessway	4 Ea.	Fifty Two Hundred Dollars & Cents $ 5,200.00	$ 20,800.00
16*	Type A Grinder Pump Installation with 8-1/2' Accessway	5 Ea.	Six Thousand & 00/100 Dollars & Cents $ 6,000.00	$ 30,000.00
17*	Type A Grinder Pump Installation with 10' Accessway	2 Ea.	Sixty Five Hundred & 00/00 Dollars & Cents $ 6,500.00	$ 13,000.00
18*	Type B Grinder Pump Installation with 4' Accessway	1 Ea.	Fifty Five Hundred & 00/00 Dollars & Cents $ 5,500.00	$ 5,500.00
18a*	Type B Grinder Pump Installation with 5-1/2' Accessway	1 Ea.	Fifty Seven Hundred & 00/00 Dollars & Cents $ 5,700.00	$ 5,700.00
19*	Type B Grinder Pump Installation with 10' Accessway	1 Ea.	Seven Thousand & 00/100 Dollars & Cents $ 7,000.00	$ 7,000.00
20*	Type I Cleanout Assembly (Pressure)	4 Ea.	Five Hundred & 00/00 Dollars & Cents $ 500.00	$ 2,000.00

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
21*	Type T Cleanout Assembly (Pressure)	4 Ea.	Five Hundred & 00/100 Dollars & Cents $ 500.00	$ 2,000.0
22*	Type J Cleanout Assembly (Pressure)	1 Ea.	Five Hundred & 00/100 Dollars & Cents $ 500.00	$ 500.0
23*	Pressure Sewer Air & Vacuum Release Assembly	1 Ea.	Twelve Hundred & 00/100 Dollars & Cents $ 1,200.00	$ 1,200.00
24**	6" Gravity Service Line	230 LF	Eighteen & 00/100 Dollars & Cents $ 18.00	$ 4,140.0
25**	4" Gravity Service Line	1,585 LF	Fifteen & 00/100 Dollars & Cents $ 15.00	$ 23,775.0
26	12" x 4" Service Wye	4 Ea.	One Hundred & 00/100 Dollars & Cents $ 100.00	$ 400.0
27	10" x 4" Service Wye	4 Ea.	Ninety & 00/100 Dollars & Cents $ 90.00	$ 360.0

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
28	8" x 6" Service Wye	3 Ea.	Eighty & 00/100 Dollars & Cents $ 80.00	$ 240.0
29	8" x 4" Service Wye	72 Ea.	Sixty Five & 00/00 Dollars & Cents $ 65.00	$ 4,680.0
30**	6" x 4" Service Wye	4 Ea.	Sixty & 00/00 Dollars & Cents $ 60.00	$ 240.0
31**	Watertight Service Inspection Hole	90 Ea.	One Hundred Fifty & 00/100 Dollars & Cents $ 150.00	$ 13,500
32*	1-1/4" Pressure Service Tap & Corp. Stop	19 Ea.	Two Hundred Fifty & 00/00 Dollars & Cents $ 250.00	$ 4,750
32a*	2" Pressure Service Tap & Corp Stop	2 Ea.	Three Hundred & 00/100 Dollars & Cents $ 300.00	$ 600.0
33	12" Highway Boring	53 LF	One Hundred Sixty & 00/100 Dollars & Cents $ 160.00	$ 8,480

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
34	8" Highway Boring	120 LF	One Hundred Forty & 00/100 Dollars & Cents $ 140.00	$ 16,800.
35**	6" Highway Service Boring	60 LF	One Hundred Ten & 00/100 Dollars & Cents $ 110.00	$ 6,600.0
36**	4" Highway Boring	172 LF	Ninety & 00/100 Dollars & Cents $ 90.00	$ 15,480.
37*	2" Highway Boring	54 LF	Fifty & 00/100 Dollars & Cents $ 50.00	$ 2,700.0
38*	1-1/4" Highway Boring	273 LF	Twenty Five & 00/100 Dollars & Cents $ 25.00	$ 6,825
39	Permanent Shoring	2,552 SY	Five & 00/100 Dollars & Cents $ 5.00	$ 12,760.
40	Concrete Encasement (Gravity)	70 CY	One Hundred 00/100 Dollars & Cents $ 100.00	$ 7,000.

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
41**	Concrete Encasement (Gravity Service)	8 CY	One Hundred & 00/100 Dollars & Cents $ 100.00	$ 800.00
42*	Concrete Encasement (Pressure)	1 CY	Two Hundred & 00/100 Dollars & Cents $ 200.00	$ 200.00
43	Miscellaneous Concrete (Gravity)	41 CY	One Hundred & 00/100 Dollars & Cents $ 100.00	$ 4,100.0
44*	Miscellaneous Concrete (Pressure)	12 CY	Two Hundred & 00/100 Dollars & Cents $ 200.00	$ 2,400.0
45	Slag Replacement (Gravity)	1,522 LF	Three & 00/100 Dollars & Cents $ 3.00	$ 4,566.0
46**	Slag Replacement (Gravity Service)	125 LF	Three & 00/100 Dollars & Cents $ 3.00	$ 375.0
47*	Slag Replacement (Pressure)	215 LF	Three & 00/100 Dollars & Cents $ 3.00	$ 645.0

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PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
48	Berm Slag Restoration (Gravity)	785 LF	Two & 00/100 Dollars & Cents $ 2.00	$ 1,570
49*	Berm Slag Restoration (Pressure)	1,633 LF	Two & 00/100 Dollars & Cents $ 2.00	$ 3,266
50	Asphalt Pavement Replacement (Gravity)	20 LF	Forty & 00/100 Dollars & Cents $ 40.00	$ 800.00
51	Seeding (Gravity)	26,499 LF	One & 00/100 Dollars & Cents $ 1.00	$ 26,499 $ 26,499
52**	Seeding (Gravity Service)	1,324 LF	One & 00/100 Dollars & Cents $ 1.00	$ 1,324
53*	Seeding (Pressure)	3,374 LF	One & 00/100 Dollars & Cents $ 1.00	$ 3,374
54	Tie-in Existing Gravity Sewer to New Manhole	10 Ea.	Five Hundred & 00/100 Dollars & Cents $ 500.00	$ 5,000

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
55	Tie-in New Gravity Sewer to Existing Manhole	1 Ea.	Eight Hundred & 00/100 Dollars & Cents $ 800.00	$ 800.00
56	Final Trench Backfill & Cleanup (Gravity)	29,195 LF	Zero & 50/100 Dollars & Cents $ 0.50	$ 14,597
57**	Final Trench Backfill & Cleanup (Gravity Service)	1,613 LF	Zero & 50/100 Dollars & Cents $ 0.50	$ 806.50
58*	Final Trench Backfill & Cleanup (Pressure)	5,358 LF	Zero & 50/100 Dollars & Cents $ 0.50	$ 2,679.00
59	Line Testing (Gravity)	29,483 LF	Zero & 10/100 Dollars & Cents $ 0.10	$ 2,948.30
60*	Line Testing (Pressure)	5,550 LF	Zero & 25/100 Dollars & Cents $ 0.25	$ 1,387.50
61	Mobilization	L.S.	Three Thousand & 00/100 Dollars & Cents $ 3,000.00	$ 3,000.00

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
62	Audio-Video Color Taping	L.S.	Five Thousand & 00/100 Dollars & Cents $ 5,000.00	$ 5,000
63	Manhole Testing	12 Ea.	Three Hundred & 00/100 Dollars & Cents $ 300.00	$ 3,600
64*	Grinder Pump Spare Parts	2 Set	Three Thousand & 00/100 Dollars & Cents $ 3,000.00	$ 6,000
65*	Type A Electrical Service Wire	4520 L.F.	Two & 00/100 Dollars & Cents $ 2.00	$ 9,040
66*	Conduit	4520 L.F.	Three & 00/100 Dollars & Cents $ 3.00	$ 13,560
67*	Type I Service Drop Pole	1 Ea.	Twenty Five Hundred & 00/100 Dollars & Cents $ 2,500.00	$ 2,500
68*	Type II Service Drop Pole	3 Ea.	Three Thousand & 00/100 Dollars & Cents $ 3,000.00	$ 9,000

PROPOSAL FORM - CONTRACT 3

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
69*	Tap-off Box	19 Ea.	Five Hundred 00/100 Dollars & Cents $ 500.00	$ 9,500.00

Total Bid $ ~~1,142,281.~~ $1,142,331.

One million One Hundred Forty Two Thousand Two Hundred Eighty One & 80/100

*Bid Amount Eligible for 85% EPA Funding $ _____

Bid Amount Eligible for 75% EPA Funding $ _____

**Bid Amount Ineligible for EPA Funding $ _____

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

5. BIDDER agrees that the Work

will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of A 5% Bid Bond

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on September 20, 1984.

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No: _____

A Corporation

By DAVE SUGAR, INC.
(Corporation Name)

OHIO
(State of Incorporation)

By Dave Sugar
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest Arthur E. Sugar
(Secretary)

Business Address: P O BOX AH
NEW MIDDLETOWN, OHIO 44442

Phone No.: (216) 542-9397

A Joint Venture

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

(Guide 19 - Attachment 4) BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

DAVE SUGAR, INC. as Principal, and

UNITED STATES FIDELITY AND GUARANTY CO. as Surety, are hereby

held and firmly bound unto Mineral Wells Public Service Dist. as OWNER

in the penal sum of 5% of Total Bid Amount

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of September, 19 84.

The Condition of the above obligation is such that whereas the Principal has submitted to Mineral Wells Public Service District a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Wastewater Facilities - Mineral Wells Public Service Dist.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-70) SPECIAL BOND

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does herby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)
Principal

United States Fidelity and Guaranty Co.
Surety

by: Terry Dobson
Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

oOo

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 94926

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint James E. Hunt, Steven A. Hunt and Terry L. Dobson

of the City of Canfield, State of Ohio, its true and lawful attorneys in and for the State of Ohio

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXX~~ anyone of the said James E. Hunt and the said Steven A. Hunt and the said Terry L. Dobson

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 16th day of September, A. D. 19 83

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By P. W. Schlough
Vice-President.

(SEAL)

(Signed) Donald R. Hurt
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 16th day of September, A. D. 1983, before me personally came P. W. Schlough, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Donald R. Hurt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said P. W. Schlough and Donald R. Hurt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 86

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND BALTIMORE CITY, } Set.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 16th day of September, A. D. 19 83

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

FS 3 (1-83)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Theodore G. Parks, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to James E. Hunt, Steven A. Hunt and Terry L. Dobson

of Canfield, Ohio, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1881, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) Sept 20, 1984

Theodore G Parks

Assistant Secretary.

BID FORM

PROJECT IDENTIFICATION: Wastewater Facilities

CONTRACT IDENTIFICATION AND NUMBER: Contract No. 4

THIS BID IS SUBMITTED TO: Mineral Wells Public Service District
Rt. #2, Box 21
Mineral Wells, W. Va. 26150

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within twenty days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
August 31, 1984	#1
September 7, 1984	#2
September 14, 1984	#3

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

B. BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary.

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding: and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the work for the following unit prices:

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
1	8" Gravity Sewer	22,749 LF	Eighteen & 00/100 Dollars & Cents $ 18.00	$ 409,482.
2*	2" Pressure Sewer	2,848 LF	Eight & 00/100 Dollars & Cents $ 8.00	$ 22,784.
3*	1-1/4" Pressure Sewer	900 LF	Seven & 00/100 Dollars & Cents $ 7.00	$ 6,300.00
4	6" Force Main	3,432 LF	Ten & 00/100 Dollars & Cents $ 10.00	$ 34,320.00
5	Manhole Base, Cone Top & Casting	64 Ea.	One Thousand & 00/100 Dollars & Cents $ 1,000.00	$ 64,000.00
6	Shallow Manhole	25 Ea.	One Thousand & 00/100 Dollars & Cents $ 1,000.00	$ 25,000.00
7	48" Diameter Manhole Riser Pipe	77 VF	Eighty & 00/100 Dollars & Cents $ 80.00	$ 6,160.00

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
8	Drop Manhole Connection	4 Ea.	Eight Hundred & 00/100 Dollars & Cents $ 800.00	$ 3,200.00
9	Lamphole	4 Ea.	Two Hundred & 00/100 Dollars & Cents $ 200.00	$ 800.00
10*	Type A Grinder Pump Installation with 4' Accessway	4 Ea.	Forty Nine Hundred & 00/100 Dollars & Cents $ 4,900.00	$ 19,600.00
11*	Type A Grinder Pump Installation with 5-1/2' Accessway	2 Ea.	Five Thousand & 00/100 Dollars & Cents $ 5,000.00	$ 10,000.00
12*	Type A Grinder Pump Installation with 10' Accessway	2 Ea.	Six Five Hundred & 00/100 Dollars & Cents $ 6,500.00	$ 13,000.00
13*	Type B Grinder Pump Installation with 4' Accessway	3 Ea.	Fifty Five Hundred & 00/100 Dollars & Cents $ 5,500.00	$ 16,500.00
14*	Type B Grinder Pump Installation with 5-1/2' Accessway	1 Ea.	Five Seven Hundred & 00/100 Dollars & Cents $ 5,700.00	$ 5,700

FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
15*	Type B Grinder Pump Installation with 7' Accessway	1 Ea.	Five thousand & 00/100 Dollars & Cents $ 5,300.00	$ 5,300.00
16*	Type I Cleanout Assembly (Pressure)	6 Ea.	Five hundred & 00/100 Dollars & Cents $ 500.00	$ 3,000.00
17*	Type T Cleanout Assembly (Pressure)	3 Ea.	Five hundred & 00/100 Dollars & Cents $ 500.00	$ 1,500.00
18	Type I Cleanout Assembly (Force Main)	1 Ea.	Five hundred & 00/100 Dollars & Cents $ 500.00	$ 500.00
19	Cast Iron Fittings	700 Lb.	Two & 00/100 Dollars & Cents $ 2.00	$ 1,400.00
20	Force Main Air & Vacuum Release Assembly	1 Ea.	Twelve hundred & 00/100 Dollars & Cents $ 1,200.00	$ 1,200.00
21**	6" Gravity Service Line	420 LF	Eighteen & 00/100 Dollars & Cents $ 18.00	$ 7,560.00

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
22**	4" Gravity Service Line	2,270 LF	Fifteen & 00/100 Dollars & Cents $ 15.00	$ 34,050.0
23	8" x 6" Service Wye	5 Ea.	Eighty & 00/100 Dollars & Cents $ 80.00	$ 400.0
24	8" x 4" Service Wye	155 Ea.	Sixty Five & 00/100 Dollars & Cents $ 65.00	$ 10,075.0
25**	6" x 4" Service Wye	4 Ea.	Sixty & 00/100 Dollars & Cents $ 60.00	$ 240.0
26**	Watertight Service Inspection Hole	125 Ea.	One Hundred Fifty & 00/100 Dollars & Cents $ 150.00	$ 18,750
27*	1-1/4" Pressure Service Tap & Corp. Stop	13 Ea.	Two Hundred Fifty & 00/100 Dollars & Cents $ 250.00	$ 3,250.0
28	8" Highway Boring	370 LF	One Hundred Forty & 00/100 Dollars & Cents $ 140.00	$ 51,800.0

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
29	6" Highway Boring (Force Main)	32 LF	One Hundred & 00/100 Dollars & Cents $ 100.00	$ 3,200
30**	6" Highway Service Boring	88 LF	One Hundred Ten & 00/100 Dollars & Cents $ 110.00	$ 9,680
31**	4" Highway Service Boring	291 LF	Eighty & 00/100 Dollars & Cents $ 80.00	$ 23,280
32*	2" Highway Boring	54 LF	Fifty & 00/100 Dollars & Cents $ 50.00	$ 2,700
33*	1-1/4" Highway Boring	110 LF	Twenty Five & 00/100 Dollars & Cents $ 25.00	$ 2,750
34*	Sewage Holding Tank	L.S.	Thirty Thousand Six Hundred & 00/100 Dollars & Cents $ 30,600.00	$ 30,600
35	Permanent Shoring	140 SY	Five & 00/100 Dollars & Cents $ 5.00	$ 700

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
36	Concrete Anchor Walls	2 Ea.	Eight Hundred & 00/100 Dollars & Cents $ 800.00	$ 1,600.00
37	Concrete Encasement (Gravity & Force Main)	21 CY	One Hundred & 00/100 Dollars & Cents $ 100.00	$ 2,100.00
38**	Concrete Encasement (Gravity Service)	5 CY	One Hundred & 00/100 Dollars & Cents $ 100.00	$ 500.00
39	Miscellaneous Concrete (Gravity & Force Main)	9 CY	One Hundred & 00/100 Dollars & Cents $ 100.00	$ 900.00
40	Slag Replacement (Gravity & Force Main)	2,959 LF	Three & 00/100 Dollars & Cents $ 3.00	$ 8,877.00
41**	Slag Replacement (Gravity Service)	188 LF	Three & 00/100 Dollars & Cents $ 3.00	$ 564.00
42*	Slag Replacement (Pressure)	163 LF	Three & 00/100 Dollars & Cents $ 3.00	$ 489.00

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
43	Berm Slag Restoration (Gravity & Force Main)	180 LF	Two & 00/100 Dollars & Cents $ 2.00	$ 360.0
44*	Berm Slag Restoration (Pressure)	878 LF	Two & 00/100 Dollars & Cents $ 2.00	$ 1,756.0
45	Asphalt Pavement Replacement (Gravity & Force Main)	31 LF	Fifty & 00/100 Dollars & Cents $ 50.00	$ 1,550.0
46	Seeding (Gravity & Force Main)	22,459 LF	One & 00/100 Dollars & Cents $ 1.00	$ 22,459
47**	Seeding (Gravity Service)	2,155 LF	One & 00/100 Dollars & Cents $ 1.00	$ 2,155
48*	Seeding (Pressure)	2,599 LF	One & 00/100 Dollars & Cents $ 1.00	$ 2,599
49	Tie-in Existing Gravity Sewer to New Manhole	2 Ea.	Five Hundred & 00/100 Dollars & Cents $ 500.00	$ 1,000

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
50*	Tie-in New Pressure Sewer to Existing Manhole	1 Ea.	Three Hundred & 00/100 Dollars & Cents $ 300.00	$ 300
51	Final Trench Backfill & Cleanup (Gravity & Force Main)	25,597 LF	Zero & 25/100 Dollars & Cents $ 0.25	$ 6,399
52**	Final Trench Backfill & Cleanup (Gravity Service)	2,338 LF	Zero & 25/100 Dollars & Cents $ 0.25	$ 584.
53*	Final Trench Backfill & Cleanup (Pressure)	3,640 LF	Zero & 25/100 Dollars & Cents $ 0.25	$ 910.0
54	Line Testing (Gravity)	23,104 LF	Zero & 10/100 Dollars & Cents $ 0.10	$ 2,310.4
55*	Line Testing (Pressure)	3,748 LF	Zero & 25/100 Dollars & Cents $ 0.25	$ 937.
56	Force Main Testing	3,432 LF	Zero & 25/100 Dollars & Cents $ 0.25	$ 858.

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
56a	Rip Rap	150 LF	Ten & 00/100 Dollars & Cents $ 10.00	$ 1,500.00
57	Mobilization	L.S.	Three Thousand & 00/100 Dollars & Cents $ 3,000.00	$ 3,000.0
58	Audio-Video Color Taping	L.S.	Three Five Hundred & 00/100 Dollars & Cents $ 3,500.00	$ 3,500.00
59	Manhole Testing	9 Ea.	Three Hundred & 00/100 Dollars & Cents $ 300.00	$ 2,700.0
60*	Grinder Pump Spare Parts	1 Set	Three Thousand & 00/100 Dollars & Cents $ 3,000.00	$ 3,000.0
61*	Type I Electrical Service Wire	3150 L.F.	Two & 00/100 Dollars & Cents $ 2.00	$ 6,300.0
62*	Type II Electrical Service Wire	500 L.F.	Three & 50/100 Dollars & Cents $ 3.50	$ 1,750.00
63*	Conduit	3650 L.F.	Three & 00/100 Dollars & Cents $ 3.00	$ 10,950.0

PROPOSAL FORM - CONTRACT 4

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
64*	Type II Service Drop Pole	2 Ea.	Three Thousand & 00/100 Dollars & Cents $ 3,000.00	$ 6,000.00
65*	Type III Service Drop Pole	1 Ea.	Twenty Five Hundred & 00/100 Dollars & Cents $ 2,500.00	$ 2,500.00
66*	Tap-off Box	18 Ea.	Five Hundred & 00/100 Dollars & Cents $ 500.00	$ 9,000.00

Nine Hundred Fifty Nine Thousand Seven Hundred Eighty Nine & 15/100 — Total Bid $ 959,789.15

*Bid Amount Eligible for 85% EPA Funding $ [illegible]

Bid Amount Eligible for 75% EPA Funding $ 171,351

**Bid Amount Ineligible for EPA Funding $ [illegible]

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, showing, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

5. BIDDER agrees that the Work

will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisins of the Agreement as to liquidated damages in the event of failure to complete the work on time.

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of 5% Bid Bond.

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on September 20, 1984.

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No: _____

A Corporation

By DAVE SUGAR, INC.
(Corporation Name)

OHIO
(State of Incorporation)

By Dave Sugar
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest Arthur E. Sugar
(Secretary)

Business Address: P O BOX AH
NEW MIDDLETOWN, OHIO 44442

Phone No.: (216) 542-9397

A Joint Venture

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

(Guide 19 - Attachment 4) BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DAVE SUGAR, INC. as Principal, and UNITED STATES FIDELITY AND GUARANTY CO. as Surety, are hereby held and firmly bound unto MINERAL WELLS PUBLIC SERVICE DISTRICT as OWNER in the penal sum of 5% of total bid amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of September, 19 84.

The Condition of the above obligation is such that whereas the Principal has submitted to Mineral Wells Public Service District a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Wastewater Facilities - Mineral Wells Public Service Dist.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does herby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)
Principal

United States Fidelity and Guaranty Co.
Surety

by: Henry Wilson
Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

oOo

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 94926

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint James E. Hunt, Steven A. Hunt and Terry L. Dobson

of the City of Canfield, State of Ohio, its true and lawful attorneys in and for the State of Ohio

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXX~~ anyone of the said James E. Hunt and the said Steven A. Hunt and the said Terry L. Dobson

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 16th day of September, A. D. 19 83

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By P. W. Schlough
Vice-President.

(SEAL) (Signed) Donald R. Hurt
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 16th day of September, A. D. 1983, before me personally came P. W. Schlough, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Donald R. Hurt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said P. W. Schlough and Donald R. Hurt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 86

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND BALTIMORE CITY, } Set.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 16th day of September, A. D. 19 83

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

FS 3 (1-83)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Theodore G. Parks, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to James E. Hunt, Steven A. Hunt and Terry L. Dobson

of Canfield, Ohio, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) Sept 20 1984

Theodore G Parks

Assistant Secretary.

BID FORM

PROJECT IDENTIFICATION: Wastewater Facilities

CONTRACT IDENTIFICATION AND NUMBER: Contract No. 5

THIS BID IS SUBMITTED TO: Mineral Wells Public Service District
Rt. #2, Box 21
Mineral Wells, W. Va. 26150

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within twenty days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
Aug. 31, 1984	1
Sept. 10, 1984	2
Sept. 14, 1984	3

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

B. BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary.

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding: and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the work for the following unit prices:

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
1	12" Gravity Sewer	1,496 LF	Fourteen Dollars & Nineteen Cents Dollars & Cents $ 14.19	$ 21,228.24
2	8" Gravity Sewer	470 LF	Eleven Dollars & Seventy-Nine Cents Dollars & Cents $ 11.79	$ 5,541.30
3*	3" Pressure Sewer	7,870 LF	Five Dollars & Thirty-Seven Cents Dollars & Cents $ 5.37	$ 42,261.90
4*	2" Pressure Sewer	10,720 LF	Four Dollars & Ninety-Eight Cents Dollars & Cents $ 4.98	$ 53,385.60
5*	1-1/4" Pressure Sewer	6,973 LF	Five Dollars & Thirteen Cents Dollars & Cents $ 5.13	$ 35,771.49
6	2" Water Main	1,600 LF	Four Dollars & Ninety-Eight Cents Dollars & Cents $ 4.98	$ 7,968.00
7	12" Force Main	9,801 LF	Eleven Dollars & Seventy-Six Cents Dollars & Cents $ 11.76	$ 115,259.76

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
8	8" Force Main	13,422 LF	Seven Dollars & Sixty-One Cents Dollars & Cents $ 7.61	$ 102,141.42
9	Manhole Base, Cone Top & Casting	4 Ea.	One Thousand Twenty Dollars & No Cents Dollars & Cents $ 1,020.00	$ 4,080.00
10	Shallow Manhole	1 Ea.	One Thousand Twenty Dollars & No Cents Dollars & Cents $ 1,020.00	$ 1,020.00
11	48" Diameter Manhole Riser Pipe	6 VF	Ninety-Three Dollars & Thirteen Cents Dollars & Cents $ 93.13	$ 558.78
12	Drop Manhole Connection	1 Ea.	Four Hundred Twenty-Six Dollars & Twenty-Five Cents Dollars & Cents $ 426.25	$ 426.25
13*	Type A Grinder Pump Installation with 4' Accessway	59 Ea.	Three Thousand Eighty Dollars & No Cents Dollars & Cents $ 3,080.00	$ 181,720.00
14*	Type A Grinder Pump Installation with 5-1/2' Accessway	5 Ea.	Three Thousand Three Hundred Fifty-Five Dollars & Ninety-One Cents Dollars & Cents $ 3,355.91	$ 16,779.55

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
15*	Type A Grinder Pump Installation with 7' Accessway	2 Ea.	Three Thousand Four Hundred Ninety-Six Dollars & Fifty Cents Dollars & Cents $ 3,496.50	$ 6,993.
16*	Type A Grinder Pump Installation with 8-1/2' Accessway	5 Ea.	Three Thousand Six Hundred Seventy Dollars & Forty-Two Cents Dollars & Cents $ 3,670.42	$ 18,352.
17*	Type A Grinder Pump Installation with 10' Accessway	1 Ea.	Three Thousand Eight Hundred Seventy-Two Dollars & Fifty Cents Dollars & Cents $ 3,872.50	$ 3,872.50
18*	Type B Grinder Pump Installation with 4' Accessway	17 Ea.	Four Thousand One Hundred Seventy-Five Dollars & Twenty-Five Cents Dollars & Cents $ 4,175.25	$ 70,979.
19*	Type B Grinder Pump Installation with 7' Accessway	2 Ea.	Four Thousand Seven Hundred Seventeen Dollars & Fifty Cents Dollars & Cents $ 4,717.50	$ 9,435.
20*	Type B Grinder Pump Installation with 8-1/2' Accessway	3 Ea.	Five Thousand Fifty-Two Dollars & Fourteen Cents Dollars & Cents $ 5,052.14	$ 15,156.
21*	Type I Cleanout (Pressure)	30 Ea.	Nine Hundred Twenty-One Dollars & Twenty-Five Cents Dollars & Cents $ 921.25	$ 27,637.

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
22*	Type J Cleanout (Pressure)	9 Ea.	One Thousand Four Hundred Eighty-Three Dollars & Seventy-Five Cents Dollars & Cents $ 1,483.75	$ 13,353.75
23*	Type T Cleanout (Pressure)	10 Ea.	Three Hundred Fifty-Six Dollars & Seventy-Nine Cents Dollars & Cents $ 356.79	$ 3,567.90
24	Type I Cleanout (Force Main)	8 Ea.	Nine Hundred Twenty-One Dollars & Twenty-Five Cents Dollars & Cents $ 921.25	$ 7,370.00
25	Type J Cleanout (Force Main)	1 Ea.	One Thousand Four Hundred Eighty-Three Dollars & Seventy-Five Cents Dollars & Cents $ 1,483.75	$ 1,483.75
26	2" Gate Valve & Box	1 Ea.	Two Hundred Thirty-Six Dollars & Eighty-Eight Cents Dollars & Cents $ 236.88	$ 236.88
27	Valve Marker	1 Ea.	Eighty Dollars & Sixty-Three Cents Dollars & Cents $ 80.63	$ 80.63
28	Cast Iron Fittings (Water & Force Main)	8,800 lb.	One Dollar & Eighty-Six Cents Dollars & Cents $ 1.86	$ 16,368.00

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
29*	Cast Iron Fittings (Pressure)	500 lb.	One Dollar & Eighty-Six Cents Dollars & Cents $ 1.86	$ 930.00
30	Force Main Air & Vacuum Release Assembly	5 Ea.	One Thousand Six Hundred Forty-Five Dollars & No Cents Dollars & Cents $ 1,645.00	$ 8,225.00
31*	Pressure Sewer Air & Vacuum Release Assembly	3 Ea.	One Thousand Six Hundred Forty-Five Dollars & No Cents Dollars & Cents $ 1,645.00	$ 4,935.00
32	Water Line Air Release	1 Ea.	One Thousand Two Hundred Seventy Dollars & No Cents Dollars & Cents $ 1,270.00	$ 1,270.00
33	1" Type "K" Soft Copper Pipe	15 LF	Seven Dollars & Eighteen Cents Dollars & Cents $ 7.18	$ 107.70
34**	6" Gravity Serv. Line	10 LF	Eight Dollars & Ninety-Nine Cents Dollars & Cents $ 8.99	$ 89.90
35	8" x 6" Service Wye	1 Ea.	Sixty-Eight Dollars & Thirteen Cents Dollars & Cents $ 68.13	$ 68.13

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total item Price
36**	Watertight Service Inspection Hole	1 Ea.	One Hundred Five Dollars & Sixty-Three Cents Dollars & Cents $ 105.63	$ 105.63
37*	1-1/4" Pressure Serv. Tap & Corp. Stop	94 Ea.	One Hundred Forty-Three Dollars & Thirteen Cents Dollars & Cents $ 143.13	$ 13,454.22
38	12" Highway Boring	25 LF	Seventy-Five Dollars & Eighty-Four Cents Dollars & Cents $ 75.84	$ 1,896.0
39	8" Highway Boring	85 LF	Sixty-Seven Dollars & Sixty-Four Cents Dollars & Cents $ 67.64	$ 5,749.4
40*	3" Highway Boring	33 LF	Fifty-Nine Dollars & Sixty-Nine Cents Dollars & Cents $ 59.69	$ 1,969.7
41*	2" Highway Boring	94 LF	Fifty-Nine Dollars & Sixty-Nine Cents Dollars & Cents $ 59.69	$ 5,610.9
42*	1-1/4" Highway Boring	568 LF	Seventeen Dollars & Fifty-Six Cents Dollars & Cents $ 17.56	$ 9,974.6

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
43	10" Steel Casing (Gravity & Force Main)	20 LF	Twenty-Eight Dollars & Fourteen Cents Dollars & Cents $ 28.14	$ 562.80
44*	4" Steel Casing (Pressure)	70 LF	Seventeen Dollars & Twenty-Nine Cents Dollars & Cents $ 17.29	$ 1,210.30
45	21" PVC Casing	15 LF	Twenty-Eight Dollars & Seventeen Cents Dollars & Cents $ 28.17	$ 422.55
46	18" PVC Casing	15 LF	Twenty-Five Dollars & Sixty-Seven Cents Dollars & Cents $ 25.67	$ 385.05
47	15" PVC Casing	20 LF	Twenty-Three Dollars & Seventeen Cents Dollars & Cents $ 23.17	$ 463.40
48	Concrete Anchor Wall (Gravity & Force Main)	20 Ea.	Two Hundred Ninety-Seven Dollars & Fifty Cents Dollars & Cents $ 297.50	$ 5,950.00
49*	Concrete Anchor Wall (Pressure)	1 Ea.	Two Hundred Ninety-Seven Dollars & Fifty Cents Dollars & Cents $ 297.50	$ 297.50

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
50	Concrete Encasement (Gravity & Force Main)	31 CY	One Hundred Seventy-Five Dollars & Thirty-Six Cents Dollars & Cents $ 175.36	$ 5,436.16
51*	Concrete Encasement (Pressure)	6 CY	One Hundred Seventy-Five Dollars & Thirty-Six Cents Dollars & Cents $ 175.36	$ 1,052.16
52	Miscellaneous Concrete (Gravity & Force Main)	5 CY	One Hundred Seventy-Five Dollars & Thirty-Six Cents Dollars & Cents $ 175.36	$ 876.80
53*	Miscellaneous Concrete (Pressure)	5 CY	One Hundred Seventy-Five Dollars & Thirty-Six Cents Dollars & Cents $ 175.36	$ 876.80
54	Slag Replacement (Gravity & Force Main)	5,227 LF	Two Dollars & Twenty-Five Cents Dollars & Cents $ 2.25	$ 11,760.75
55*	Slag Replacement (Pressure)	2,179 LF	Two Dollars & Twenty-Five Cents Dollars & Cents $ 2.25	$ 4,902.75
56	Berm Slag Restoration (Gravity & Force Main)	3,184 LF	Two Dollars & Twenty-Five Cents Dollars & Cents $ 2.25	$ 7,164.00

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
57*	Berm Slag Restoration (Pressure)	8,783 LF	Two Dollars & Twenty-Five Cents Dollars & Cents $ 2.25	$ 19,761.75
58*	Asphalt Pavement Replacement (Pressure)	72 LF	Eleven Dollars & Sixty-Five Cents Dollars & Cents $ 11.65	$ 838.80
59	Seeding (Gravity & Force Main)	21,215 LF	One Dollar & Sixty Cents Dollars & Cents $ 1.60	$ 33,944.00
60**	Seeding (Gravity Service)	10 LF	One Dollar & Sixty Cents Dollars & Cents $ 1.60	$ 16.00
61*	Seeding (Pressure)	14,062 LF	One Dollar & Sixty Cents Dollars & Cents $ 1.60	$ 22,499.20
62	Tie-in Gravity Sewer to Existing Manhole	2 Ea.	One Thousand One Hundred Eighty-Five Dollars & No Cents Dollars & Cents $ 1,185.00	$ 2,370.00
63*	Tie-in Pressure Sewer to Existing Manhole	1 Ea.	One Thousand One Hundred Eighty-Five Dollars & No Cents Dollars & Cents $ 1,185.00	$ 1,185.00

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
64	Tie-in to Existing Water Line	1 Ea.	One Thousand One Hundred Eighty-Five Dollars & No Cents Dollars & Cents $ 1,185.00	$ 1,185.00
65	Final Trench Backfill & Cleanup (Gravity & Force Main)	29,963 LF	Fifty Cents Dollars & Cents $ .50	$ 14,981.50
66**	Final Trench Backfill & Cleanup (Gravity Service)	10 LF	Fifty Cents Dollars & Cents $ .50	$ 5.00
67*	Final Trench Backfill & Cleanup (Pressure)	25,543 LF	Fifty Cents Dollars & Cents $ .50	$ 12,771.50
68	Line Testing (Gravity)	1,966 LF	Fifty Cents Dollars & Cents $ .50	$ 983.00
69*	Line Testing (Pressure)	25,543 LF	Fifty Cents Dollars & Cents $ .50	$ 12,771.50
70	Force Main Testing	23,537 LF	Fifty Cents Dollars & Cents $ .50	$ 11,768.5[illegible]

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
71	Water Main Testing	1,600 LF	Fifty Cents Dollars & Cents $ .50	$ 800.00
72	12" River Crossing Pipe	218 LF	One Hundred Eighty-One Dollars & Thirty-Six Cents Dollars & Cents $ 181.36	$ 39,536.48
73	8" River Crossing Pipe	96 LF	One Hundred Forty Dollars & Eight Cents Dollars & Cents $ 140.08	$ 13,447.6
74	Rip-Rap	25 SY	Twenty-Six Dollars & Sixty-Five Cents Dollars & Cents $ 26.65	$ 666.2
75	Mobilization	L.S.	Forty-Three Thousand Eight Hundred Fifty-Three Dollars & Seventy-Five Cents Dollars & Cents $ 43,853.75	$ 43,853.
76	Audio-Video Color Taping	L.S.	Seven Thousand Seven Hundred Fifteen Dollars & No Cents Dollars & Cents $ 7,715.00	$ 7,715.

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
77	Effluent Outfall Sign	L.S.	One Hundred Seventy-Four Dollars & Thirty-Eight Cents Dollars & Cents $ 174.38	$ 174.38
78	Manhole Testing	1 ea.	Ninety-Eight Dollars & Seventy-Five Cents Dollars & Cents $ 98.75	$ 98.75
79*	Grinder Pump Spare Parts	7 Set	Two Thousand Nine Hundred Ninety-Six Dollars & Eighty-Eight Cents Dollars & Cents $ 2,996.88	$ 20,978.16
80*	Type A Electrical Service Wire	24,540 L.F.	One Dollars & Forty-Two Cents Dollars & Cents $ 1.42	$ 34,846.80
81*	Type B Electrical Service Wire	3,500 L.F.	One Dollar & Fifty-Four Cents Dollars & Cents $ 1.54	$ 5,390.00
82*	Conduit	28,040 L.F.	Four Dollars & Thirty-Four Cents Dollars & Cents $ 4.34	$ 121,693.60
83*	Type I Service Drop Pole	2 Ea.	One Thousand Four Hundred Fifteen Dollars & No Cents Dollars & Cents $ 1,415.00	$ 2,830.00
84*	Type II Service Drop Pole	6 Ea.	One Thousand Seven Hundred Ninety Dollars & No Cents Dollars & Cents $ 1,790.00	$ 10,740.00

PROPOSAL FORM - CONTRACT 5

Item No.	Description	Estimated Quantity	Unit Price	Total Item Price
85*	Type III Service Drop Pole	3 Ea.	One Thousand Seven Hundred Fifty-Eight Dollars & Seventy-Five Cents Dollars & Cents $ 1,758.75	$ 5,276.25
86*	Type IV Service Drop Pole	2 Ea.	One Thousand Eight Hundred Twenty-One Dollars & Twenty-Five Dollars & Cents $ 1,821.25	$ 3,642.50
87*	Tap-off Box	112 Ea.	Two Hundred Twenty-Three Dollars & Seventy-Five Cents Dollars & Cents $ 223.75	$ 25,060.00

Total Bid	$ 1,120,148.7
*Bid Amount Eligible for 85% EPA Funding	$ 844,764.4
Bid Amount Eligible for 75% EPA Funding	$ 505,625.0
**Bid Amount Ineligible for EPA Funding	$ 216.5

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

5. BIDDER agrees that the Work

will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

BIDDER understands that the Owner reserve the right to reject any or all b and to waive any informalities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on Sep 20, 1984.

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)
doing business as _____
Business address: _____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)
Business address: _____

Phone No: _____

A Corporation

By MARRS CONSTRUCTION COMPANY, INC.
(Corporation Name)
WEST VIRGINIA
(State of Incorporation)
By ROBERT G. MARSH, PRESIDENT
(Name of Person Authorized to Sign)
PRESIDENT
(Title)

(Corporate Seal)

Attest MARY C. MARSH
(Secretary)
Business Address: RD #4 Box 77
Moundsville, WV 26041

Phone No.: (304) 845-9620

A Joint Venture

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

FmHA Instruction 1942-A
(Guide 19 - Attachment 4)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

MARRO CONSTRUCTION CO., INC. as Principal, and

THE BUCKEYE UNION INSURANCE COMPANY as Surety, are hereby

held and firmly bound unto Mineral Wells Public Service District as OWNER

in the penal sum of 5% of Total Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of September, 19 84.

The Condition of the above obligation is such that whereas the Principal has submitted to Mineral Wells Public Service District a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Wastewater Collection and Transportation Facilities Contract 5

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

MARRO CONSTRUCTION CO., INC.

Principal (L.S.)

THE BUCKEYE UNION INSURANCE COMPANY

Surety

By: Attorney-in-fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

oOo

The Buckeye Union Insurance Company

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE BUCKEYE UNION INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

JOHN W. BRAMBLE OR E.P. DUBOIS OR JOHN B. HUNTER OR A.F. MARSHALL,JR. OR KARL W. NEUMANN OR I.M. SPEARS OR PAUL R. TURNER OR TED A. HABAK ALL OF WHEELING, WEST VIRGINIA, EACH

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

UNLIMITED DOLLARS.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE BUCKEYE UNION INSURANCE COMPANY at a meeting duly called and held on the 10th day of February, 1975:

"RESOLVED, that the Chairman of the Board, Vice Chairman of the Board, the President, any Vice President, any Assistant Vice President or any Secretary be and each or any of them hereby is authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of THE BUCKEYE UNION INSURANCE COMPANY bonds, undertakings and all contracts of surety, and that any Assistant Vice President, Secretary or Assistant Secretary be and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach thereto the seal of the Company", and

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

In Witness Whereof, THE BUCKEYE UNION INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 27th day of April, 1982.

THE BUCKEYE UNION INSURANCE COMPANY

Attest:

By

Robert W. Adler, Sr., Assistant Vice President

M. L. Ford, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK }

On this 27th day of April, 1982, before me personally came M. L. Ford, to me known, who being by me duly sworn, did depose and say that he resides in Summit, in the County of Union, State of New Jersey, at 768 Springfield Avenue; that he is a Vice-President of THE BUCKEYE UNION INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Susan M. McCarthy

Susan M. McCarthy
A Notary Public of New Jersey
My Commission Expires Feb. 17, 1987

CERTIFICATE

I, the undersigned, an Assistant Secretary of THE BUCKEYE UNION INSURANCE COMPANY, an Ohio corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York, Dated the 20th day of September 19 84

James M. Keane

James M. Keane, Assistant Secretary

43 BOND 4/1/84

Printed in U.S.A.

BID FORM

PROJECT IDENTIFICATION: Lift Stations

CONTRACT IDENTIFICATION AND NUMBER: Contract No. 6

THIS BID IS SUBMITTED TO: Mineral Wells Public Service District
Rt. #2, Box 21
Mineral Wells, W. Va. 26150

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within twenty days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
Aug 31, 1984	1
Sept 10, 1984	2
Sept 14, 1984	3

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

B. BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary.

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding: and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the work for the following unit prices:

PROPOSAL FORM - CONTRACT

Lump Sum Contract Price For:

a) STOOPS ROAD LIFT STATION

Sixty-Two Thousand Dollars $ 62,000.00
Written

b) JACKSON RUN LIFT STATION

One Hundred Ten Thousand Dollars $ 110,000.00
Written

c) ROUTE 21 LIFT STATION

One Hundred Twenty-Six Thousand Dollars $ 126,000.00
Written

d) BONNIVALE LIFT STATION

Fifty-Two Thousand Dollars $ 52,000.00
Written

*e) BENSON'S GRINDER PUMP LIFT STATION

Thirty-Five Thousand Dollars $ 35,000.00
Written

TOTAL LUMP SUM BID: $ 385,000.00

*Bid Amount Eligible for 85% EPA Funding: $ 35,000.00

Bid Amount Eligible for 75% EPA Funding: $ 350,000.00

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

Phone No: _____

A Corporation

By Graceland Construction, Inc
(Corporation Name)

West Virginia
(State of Incorporation)

By Larry L. Moffatt Larry L Moffatt
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest Virginia Moffatt
(Secretary)

Business Address: 201 20th Street
Dunbar, WV 25064

Phone No.: 304-768-5885

A Joint Venture

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

FmHA Instruction 1942-A
(Guide 19 - Attachment 4)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Graceland Construction, Inc., 201 20th St., Dunbar, WV as Principal, and United States Fidelity & Guaranty Co. as Surety, are hereby held and firmly bound unto Mineral Wells PSD as OWNER in the penal sum of (5%) Five Percent of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of September, 19 84

The Condition of the above obligation is such that whereas the Principal has submitted to Mineral Wells Public Service District a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Contract 6 Lift Stations

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired o affected by any extension of the time within which the OWNER may ... such BID; and said Surety does hereby waive notice of any such extensi

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set t hands and seals, and such of them as are corporations have caused the corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Graceland Construction, Inc.

By: Larry T. Mallat Pres (L.S.)

Principal

United States Fidelity & Guaranty Co.

Surety

By: Clarence C. Massey

Clarence C. Massey, Attorney-in-fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasur Department's most current list (Circular 570 as amended) and be authori to transact business in the state where the project is located.

oOo

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 89923

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Clarence C. Massey

of the City of Charleston, State of West Virginia, its true and lawful attorney in and for the State of West Virginia

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Clarence C. Massey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 21st day of September, A. D. 1979

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Robert E. DeNike
Vice-President.

(SEAL)

(Signed) T. Hartley Marshall
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 21st day of September, A. D. 1979, before me personally came Robert E. DeNike, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and T. Hartley Marshall, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Robert E. DeNike and T. Hartley Marshall were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19..82...

(SEAL)

(Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Set.

I, William Allen, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 21st day of September, A. D. 1979

(SEAL)

(Signed) William Allen
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, F. J. Willey, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Clarence C. Massey

of Charleston, West Virginia, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on 9/20/84 (Date)

F. J. Willey

Assistant Secretary.

BID FORM

PROJECT IDENTIFICATION: Wastewater Treatment Plant

CONTRACT IDENTIFICATION AND NUMBER: Contract No. 7

THIS BID IS SUBMITTED TO: Mineral Wells Public Service District
Rt. #2, Box 21
Mineral Wells, W. Va. 26150

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within twenty days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number	Date	Number
August 31, 1984	1	9/14/84	3
September 7, 1984	2		

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.

B. BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary.

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding: and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the work for the following price:

LUMP SUM PRICE:

Seven hundred ninety Six Thousand Seven hundred forty Dolls 796,740 ¢
(Use Words) (Figures)

5. BIDDER agrees that the work will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

6. The following documents are attached to and made a condition of this Bid:

A. Required Bid Security in the form of Bid Bond 5%

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:
Wilson Construction Co.
P. O. box 7578
Huntington, WV 25777

8. The terms in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on September 20, 1984.

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No: _____

A Corporation

By WILSON CONSTRUCTION CO.
(Corporation Name)

West Virginia
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

Willis L. Wilson, President
(Title)

(Corporate Seal)

Attest Bernice D. Wilson
Bernice D. Wilson
(Secretary)

Business Address: P. O. Box 7578
Huntington, WV 25777

Phone No.: (304) 429-5531

A Joint Venture

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

(Guide 19 - Attachment 4) BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, WILSON CONSTRUCTION CO. HUNTINGTON, WEST VIRGINIA as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY as Surety, are hereby held and firmly bound unto MINERAL WELLS PUBLIC SERVICE DISTRICT, MINERAL WELLS, WV as OWNER in the penal sum of FIVE PERCENT OF TOTAL BID (5%)---------- for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of September, 19 84.

The Condition of the above obligation is such that whereas the Principal has submitted to MINERAL WELLS PUBLIC SERVICE DISTRICT MINERAL WELLS, WV a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Wastewater Treatment Plant Contract No. 7

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

WILSON CONSTRUCTION CO.

BY: _____ (L.S.)
Principal
Willis L. Wilson, President

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

by: _____
Attorney-in-Fact

Countersigned

_____
West Virginia Resident Agent

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

oOo

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 91617

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint George H. Friedlander, A. L. Stanchina, Gardner M. Stultz, Richard L. Higginbotham, Janet Canterbury and C. David Thomas of the City of Charleston, State of West Virginia, its true and lawful attorney S XXXXXXXX

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and conforms all and whatsoever XXXXXXXX anyone of the said George H. Friedlander and the said A. L. Stanchina and the said Gardner M. Stultz and the said Richard L. Higginbotham and the said Janet Canterbury and the said C. David Thomas may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of March, A. D. 19 81

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) *By* Charles W. Boone
Vice-President.

(SEAL)

(Signed) Robert G. Bruce
Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY, } ss:

On this 13th day of March, A. D. 19 81 before me personally came Charles W. Boone, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Robert G. Bruce, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Charles W. Boone and Robert G. Bruce were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 82

(SEAL)

(Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY, } Set.

I, William Allen, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 13th day of March, A. D. 19 81

(SEAL)

(Signed) William Allen
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsover, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, F. J. Willey, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to George H. Friedlander, A. L. Stanchina, Gardner M. Stultz, Richard L. Higginbotham, Janet Canterbury and C. David Thomas

of Charleston, West Virginia, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 20, 1984.
(Date)

F. J. Willey
Assistant Secretary.

WDA-5
(November 1985)

RECEIVED
WATER DEVELOPMENT AUTHORITY

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").

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 20, Article 5C, 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 and to issue water development revenue bonds of the State of West Virginia (the "State") to finance, in whole or in part, by loans to governmental agencies, one or more water development projects, all subject to such provisions and limitations as are contained in the Act;

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

WHEREAS, the Governmental Agency is authorized and empowered by the statutes of the State to construct, operate and improve a water development project, as defined by the Act, and to finance the cost of constructing or acquiring the same by borrowing money to be evidenced by revenue bonds issued by the Governmental Agency;

WHEREAS, the Governmental Agency intends to construct or is constructing 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;

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 proceeds of certain water development revenue bonds of the State issued by the Authority pursuant to and in accordance with the provisions of the Act and a general resolution adopted by the Authority on May 22, 1985 (the "General Resolution"), as supplemented, 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," "water development revenue bond," "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 consulting engineer designated in the Application and any 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 with a portion of the proceeds of its water development revenue bonds, 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 "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.

1.8 "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.

1.9 "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 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 applicable comprehensive plan of water management approved by the Director of the West Virginia Department of Natural Resources (or in the process of preparation by such Director), has been approved by the West Virginia Department of Health and is consistent with the standards set by the West Virginia Water Resources Board for the waters of the State affected thereby.

2.2 Subject to the terms, conditions and provisions of this Loan Agreement and of 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 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.

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 shall, prior to, at and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority in respect of 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 representatives, to inspect all books, documents, papers and records relating to the Project 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 and the administration of the Loan or of 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 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.

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.

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. 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.

2.9 The Governmental Agency shall provide and maintain competent and adequate resident 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 resident 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 agrees that it will at all times provide operation and maintenance of the System to comply with all State and federal standards. The Governmental Agency agrees that qualified operating personnel properly certified by the State will be retained 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.

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 delivered to the Authority for purchase the Local Bonds described in this Article III and in Article IV hereof;

(c) The Governmental Agency shall have received bids for the construction of the Project which are in an amount

and otherwise compatible with the plan of financing described in the Application, and the Authority shall have received a certificate of the Consulting Engineers to such effect;

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

(e) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") necessary for the issuance of the Local Bonds, construction of the Project and imposition of rates and charges and shall have taken any other action required for the imposition of such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), 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, to such effect;

(f) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsection 4.1(b)(ii) hereof, and the Authority shall have received a certificate of the accountants 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

(g) 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) 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 such person or firm and in form and substance satisfactory to the Authority, to such effect and evidence satisfactory to it 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 five (5) 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.

3.5 The Governmental Agency understands and acknowledges that it is one of several governmental agencies which have applied to the Authority for loans 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 and to the right of the Authority to make such loans to other governmental agencies as in the aggregate will permit the fullest and most timely utilization of such proceeds to enable the Authority to pay debt service on the water development revenue bonds issued by it. The Governmental Agency specifically recognizes that the Authority will not execute this Loan Agreement unless and until it has available funds sufficient to purchase all the Local Bonds and that, prior to such execution, the Authority may commit to and purchase the revenue bonds of other governmental agencies for which it has sufficient funds available.

ARTICLE IV

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

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

action of the Governmental Agency in accordance with the Local Statute, which shall, as enacted, contain provisions and covenants in substantially the form as follows:

(a) That the revenues generated from the operation of the System will be used monthly, in the order of priority listed, as set forth on Schedule Y attached hereto and incorporated herein by reference. The gross revenues of the System shall always be used for purposes of the System.

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by the revenues from the System, as more fully set forth in Schedules X and Y attached hereto;

(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 or payable from the revenues of the System prior to or on a parity with the Local Bonds or, if the reserve account established for the payment of debt service on the Local Bonds (the "Reserve Account") is funded (whether by Local Bond proceeds, monthly deposits or otherwise) at an amount at least equal to the maximum amount of principal and interest which will come due on the Local Bonds in any year (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 will complete the Project and operate and maintain the System in good condition;

(iv) That 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 or payable from the revenues of the System prior to the Local Bonds; 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;

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

(viii) That any bond owner 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 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 and shall submit the report of said audit to the Authority, which shall include a statement that the Governmental Agency is in compliance with the terms and provisions of the Local Act and this Loan Agreement;

(xii) That the Governmental Agency shall annually adopt a detailed budget of the estimated expenditures for operation and maintenance of the System during the succeeding fiscal year;

(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 be deposited in a construction fund on which the owner 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 for non-construction costs); and

(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 otherwise in compliance with this Loan Agreement.

The Governmental Agency hereby represents and warrants that the Local Act has been or shall be duly adopted in compliance with all necessary corporate and other action and in accordance with applicable provisions of law. All legal matters incident to the authorization, issuance, 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 A.

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 of the Loan shall be repaid by the Governmental Agency annually on the day and in the years provided in Schedule X hereto. Interest payments on the Loan shall be made by the Governmental Agency on a semiannual basis 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.

4.6 The Governmental Agency agrees to pay from time to time, as required by the Authority, the Governmental Agency's allocable share of the reasonable administrative expenses of the Authority relating to the Program. Such administrative expenses shall be as determined by the Authority and shall include without limitation Program expenses and fees paid to the trustee and paying agents for the water development revenue bonds. The Governmental Agency hereby specifically authorizes the Authority to exercise the powers granted it by Section 9.06 of the General Resolution.

4.7 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, and any such redemption of Local Bonds authorized by the Authority shall provide for the payment of interest to the first allowable redemption date for the applicable water development revenue bonds, the redemption premium payable on the applicable water development revenue bonds redeemable as a consequence of such redemption of Local Bonds and the costs and expenses of the Authority in effecting any such redemption, all as further prescribed by Section 9.11 of the General Resolution. Nothing in this Loan Agreement shall be construed to prohibit the Authority from refunding applicable water development revenue bonds, and such refunding need not be based upon or result in any benefit to the Governmental Agency.

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, as

set forth in the Local Act and in compliance with the provisions of Subsection 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 minimum sums set forth in the Local Act, 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 so as to provide funds sufficient to produce the minimum sums set forth in the Local Act and as required by this Loan Agreement.

5.3 In the event the Governmental Agency defaults in the payment of any fees due to the Authority pursuant to Section 4.6 hereof, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Governmental Agency hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Governmental Agency, the Authority may exercise any or all of the rights and powers granted under Section 6a of the Act, including without limitation the right to impose, enforce and collect directly charges upon users 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 governmental agencies in the terms and covenants of loan agreements, 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 At the option of the Authority, the Governmental Agency shall issue and sell to the Authority additional, subordinate bonds to evidence the Governmental Agency's obligation to repay to the Authority any grant received by the Governmental Agency from the Authority in excess of the amount

to which the Governmental Agency is entitled pursuant to applicable policies or rules and regulations of the Authority. Also at the option of the Authority, the Governmental Agency may issue and sell to the Authority additional, subordinate bonds for such purposes as may be acceptable to the Authority.

6.3 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 provided, 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 this Loan Agreement.

ARTICLE VII

Miscellaneous

7.1 Additional definitions, additional terms and provisions of the Loan and additional covenants and agreements of the Governmental Agency are 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, Y and Z shall be attached to this Loan Agreement at the time of execution hereof by the Authority 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 merges and 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, 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 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 Governmental Agency, but this Loan Agreement shall not be binding on the Authority until executed by it.

MINERAL WELLS PUBLIC SERVICE DISTRICT

(SEAL)

Roy L. Radabaugh, Chairman

Attest: Date: November 25, 1985

Its Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL) By Director

Attest: Date: November 26, 1985

Secretary-Treasurer

EXHIBIT A

[Opinion of Bond Counsel for Governmental Agency]

[To Be Dated as of Date of Loan Closing]

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement, dated _____, 19__ (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 _____, 19__ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are in the principal amount of $_____, issued in the form of one bond registered as to principal and interest to the Authority, with interest payable April 1 and October 1 of each year, beginning _____ 1, 19__, at the respective rate or rates and with principal payable in installments on October 1 in each of the years, all as follows:

Year	Installment	Interest Rate

The Local Bonds are issued for the purpose of _____ and 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"), under which

the Local Bonds are issued, and the Loan Agreement that has been undertaken, including all schedules and exhibits to the Loan Agreement. The Local Bonds have been authorized by a bond _____ (the "Local Act") duly enacted by the Governmental Agency, which contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement. 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 presently existing _____, with full power and authority to construct and acquire the Project and to operate and maintain the System referred to in the Loan Agreement and to issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

4. The Governmental Agency has legally and effectively enacted the Local Act and all other necessary _____ in connection with the issuance and sale of the Local Bonds.

5. The Local Bonds are valid and legally enforceable special obligations of the Governmental Agency, payable from the [net] revenues of the System referred to in the Local Act and secured by a [first] lien on and pledge of the [net] revenues of said System, all in accordance with the terms of the Local Bonds and the Local Act, and have been duly issued and delivered to the Authority.

[6. The Governmental Agency has reserved the right to issue additional bonds ranking on a parity with the Local Bonds, as provided in the Local Act.]

7. 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 exempt from federal income taxation.

No opinion is given herein as to the enforceability of remedies with respect to the Local Bonds under any applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights.

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

Very truly yours,

SCHEDULE X
DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds $ 1,184,375.00

Purchase Price of Local Bonds $ 1,184,375.00

Interest on the Local Bonds is payable on April 1 and October 1 in each year, beginning with the first semi-annual interest payment date after delivery of the Local Bonds to the Authority, until the Local Bonds are paid in full, at the rate of 9.75% per annum. Principal of the Local Bonds is payable on October 1 in each year as set forth on Exhibit 1 attached hereto and incorporated herein by reference.

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

None

As of the date of the Loan Agreement, the Local Bonds are subordinate as to source of and security for payment to the following obligations:

None

EXHIBIT 1

DEBT SERVICE SCHEDULE

Period Ending 10/1	1985 Series A Bonds Principal	Interest	Debt Service
1986	0.00	95,936.07	95,936.07
1987	0.00	115,476.56	115,476.56
1988	3,467.00	115,476.56	118,943.56
1989	3,805.00	115,138.53	118,943.53
1990	4,176.00	114,767.54	118,943.54
1991	4,583.00	114,360.38	118,943.38
1992	5,030.00	113,913.54	118,943.54
1993	5,521.00	113,423.12	118,944.12
1994	6,059.00	112,884.82	118,943.82
1995	6,650.00	112,294.07	118,944.07
1996	7,298.00	111,645.69	118,943.69
1997	8,010.00	110,934.14	118,944.14
1998	8,791.00	110,153.16	118,944.16
1999	9,648.00	109,296.04	118,944.04
2000	10,588.00	108,355.36	118,943.36
2001	11,621.00	107,323.03	118,944.03
2002	12,754.00	106,189.98	118,943.98
2003	13,997.00	104,946.47	118,943.47
2004	15,362.00	103,581.76	118,943.76
2005	16,860.00	102,083.96	118,943.96
2006	18,503.00	100,440.11	118,943.11
2007	20,307.00	98,636.07	118,943.07
2008	22,287.00	96,656.14	118,943.14
2009	24,460.00	94,483.16	118,943.16
2010	26,845.00	92,098.31	118,943.31
2011	29,463.00	89,480.92	118,943.92
2012	32,335.00	86,608.28	118,943.28
2013	35,488.00	83,455.61	118,943.61
2014	38,948.00	79,995.53	118,943.53
2015	42,746.00	76,198.10	118,944.10
2016	46,913.00	72,030.37	118,943.37
2017	51,487.00	67,456.35	118,943.35
2018	56,507.00	62,436.37	118,943.37
2019	62,017.00	56,926.94	118,943.94
2020	68,064.00	50,880.28	118,944.28
2021	74,700.00	44,244.04	118,944.04
2022	81,983.00	36,960.79	118,943.79
2023	89,976.00	28,967.45	118,943.45
2024	98,749.00	20,194.79	118,943.79
2025	108,377.00	10,566.76	118,943.76
	1,184,375.00	3,546,897.15	4,731,272.15

SCHEDULE Y
REVENUES

In accordance with Subsection 4.1(a) of the Loan Agreement, the revenues generated from the operation of the System will be used monthly, in the order of priority listed, as follows:

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by an outstanding local resolution, indenture or other act or document, as reflected on Schedule X to the Loan Agreement, and beginning seven (7) months prior to the first date of payment of interest on the Local Bonds from revenues 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, if the Reserve Account was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof in an amount equal to the Reserve Requirement, by depositing in the Reserve Account an amount equal to one-twelfth (1/12) of one-tenth (1/10) of the amount necessary to fund the Reserve Account at 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;

(iv) to provide debt service on and requisite reserves for any subordinate indebtedness of the Governmental Agency held or owned by the Authority; and

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

SCHEDULE Z

Additional and Supplemental Definitions

1. "EPA" means the United States Environmental Protection Agency and any successors to the functions thereof.

2. "Local Statute" means Chapter 16, Article 13A, of the Code of West Virginia, 1931, as amended.

3. "System" means the public service properties for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, owned by the Governmental Agency, and any improvements or extensions thereto hereafter constructed or acquired from any sources whatsoever and includes the Project.

Additional Conditions and Covenants

1. The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with, among other State and federal standards, the water quality standards established by the West Virginia Department of Natural Resources and EPA.

2. The Governmental Agency agrees that it will permit the 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.

3. As a condition precedent to the Authority's making the Loan, the Governmental Agency shall have obtained, among other permits required, permits from the EPA and the West Virginia Department of Natural Resources and approval of the "Part B" supplement to its EPA grant agreement.

4. The Local Act shall contain a covenant substantially as follows:

> That the Governmental Agency will, to the full extent permitted by applicable law and the rules and regulations of the PSC, discontinue and shut off the services and facilities of the System and, in the event the Governmental Agency owns a water facility (the "Water System"), the Water System to all users of services of the System

delinquent in payment of charges for the services of the System and will not restore the services of either system until all delinquent charges for the services of the System have been fully paid.

5. To the extent required by law, the Governmental Agency hereby covenants and agrees to secure approval of the Authority and all other State agencies having jurisdiction before applying for federal financial 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.

6. Subject to any prior or parity obligations described in Schedules X and Y attached to the Loan Agreement, the net revenues derived from the operation of the System are pledged to the payment of the principal of and interest on the Local Bonds.

RECEIVED
OCT 26 1985
WATER DEVELOPMENT AUTHORITY

SUPPLEMENTAL LOAN AGREEMENT

THIS SUPPLEMENTAL 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").

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 20, Article 5C, 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 and to issue water development revenue bonds of the State of West Virginia (the "State") to finance, in whole or in part, by loans to governmental agencies, one or more water development projects, all subject to such provisions and limitations as are contained in the Act;

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

WHEREAS, the Governmental Agency is authorized and empowered by the statutes of the State to construct, operate and improve a water development project, as defined by the Act, and to finance the cost of constructing or acquiring the same by borrowing money to be evidenced by revenue bonds, including supplemental, subordinate revenue bonds, issued by the Governmental Agency;

WHEREAS, the Governmental Agency intends to construct or is constructing 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;

WHEREAS, on or prior to the date hereof, the Governmental Agency and the Authority entered a loan agreement with respect to the purchase by the Authority of certain Local Bonds of the Governmental Agency, all as more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Loan Agreement").

WHEREAS, having reviewed the Application and made all findings required by Section 5 of the Act, and having available sufficient funds therefore, 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 supplemental, subordinate revenue bonds of the Governmental Agency with certain available funds of the Authority (other than the proceeds of certain water development revenue bonds of the State issued by the Authority pursuant to and in accordance with the provisions of the Act and a general resolution adopted by the Authority on May 22, 1985, as supplemented), subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Authority's supplemental water development loan program (the "Supplemental 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; Loan Agreement

1.1 Capitalized terms used and not otherwise defined herein shall have the meanings respectively given them by the Loan Agreement.

1.2 Except where the context clearly indicates otherwise, the terms "Authority," "water development revenue bond," "cost," "governmental agency," "water development project," "wastewater facility" and "water facility" have the definitions and meanings ascribed to them in the Act.

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

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

1.5 "Supplemental Bonds" means the revenue bonds to be issued by the Governmental Agency pursuant to the provisions of the Local Statute, to evidence the Supplemental Loan and to be purchased by the Authority with certain available funds (other than the proceeds of its water development revenue bonds), the lien of which on the revenues of the System is junior, subordinate and inferior to that of the Local Bonds, all in accordance with the provisions of this Supplemental Loan Agreement.

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

1.7 This Supplemental Loan Agreement is supplemental to the Loan Agreement, the terms of which are incorporated herein by reference.

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 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 applicable comprehensive plan of water management approved by the Director of the West Virginia Department of Natural Resources (or in the process of preparation by such Director), has been approved by the West Virginia Department of Health and is consistent with the standards set by the West Virginia Water Resources Board for the waters of the State affected thereby.

2.2 Subject to the terms, conditions and provisions of this Supplemental Loan Agreement and of 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 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.

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 shall, prior to, at and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority in respect of 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 representatives, to inspect all books, documents, papers and records relating to the Project 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 and the administration of the Supplemental Loan or of 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 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.

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.

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. 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.

2.9 The Governmental Agency shall provide and maintain competent and adequate resident 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 resident 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 agrees that it will at all times provide operation and maintenance of the System to comply with all State and federal standards. The Governmental Agency agrees that qualified operating personnel properly certified by the State will be retained to operate the System during the entire term of this Supplemental 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.

ARTICLE III

Conditions to Supplemental Loan; Issuance of Supplemental Bonds

3.1 The agreement of the Authority to make the Supplemental 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 Supplemental Bonds, which shall be the date established pursuant to Section 3.4 of the Loan Agreement for delivery of the Local Bonds. 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 Supplemental Loan Agreement;

(b) The Governmental Agency shall have authorized the issuance of and delivered to the Authority for purchase the Supplemental Bonds described in this Article III and in Article IV hereof and shall have delivered to the Authority for purchase the Local Bonds in accordance with the Loan Agreement;

(c) The Governmental Agency shall have received bids for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application, and the Authority shall have received a certificate of the Consulting Engineers to such effect;

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

(e) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") necessary for the issuance of the Supplemental Bonds, construction of the Project and imposition of rates and charges and shall have taken any other action required for the imposition of such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), 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, to such effect;

(f) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsection 4.1(b)(ii) hereof, and the Authority shall have received a certificate of the accountants 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

(g) The net proceeds of the Supplemental Bonds, together with the net proceeds of the Local Bonds and all other 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) 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 such person or firm and in form and substance satisfactory to the Authority, to such effect and evidence satisfactory to it of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this Supplemental 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 Supplemental

Loan to the Governmental Agency and the Governmental Agency shall accept the Supplemental 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 Supplemental Loan by purchasing the Supplemental Bonds in the principal amount and at the price set forth in Schedule X hereto. The Supplemental Bonds shall have such further terms and provisions as described in Article IV hereof.

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

3.4 The Supplemental Loan will be made only in conjunction with the Loan. The Supplemental Bond shall be delivered to the Authority, at the offices of the Authority, simultaneously with the delivery of the Local Bond to 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 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 Supplemental Loan Agreement and the Loan Agreement on or prior to the Date of Loan Closing and to the right of the Authority to make such loans to other governmental agencies under the conditions and in the manner described in the Loan Agreement. The Governmental Agency further understands and acknowledges that the Authority's obligation to make the Supplemental Loan is subject to the availability on the Date of Loan Closing of funds legally available therefor.

ARTICLE IV

Supplemental Bonds; Security for Supplemental Loan; Repayment of Supplemental Loan; No Interest on Supplemental Loan; Fees and Charges

4.1 The Governmental Agency shall, as one of the conditions of the Authority to make the Supplemental Loan, authorize the issuance of and issue the Supplemental Bonds pursuant to an official action of the Governmental Agency in accordance with the Local Statute, which shall, as enacted, contain provisions and covenants in substantially the form as follows:

(a) That the revenues generated from the operation of the System will be used monthly, in the order of priority listed, as set forth on Schedule Y attached hereto and

incorporated herein by reference. The gross revenues of the System shall always be used for purposes of the System.

(b) Covenants substantially as follows:

(i) That the Supplemental Bonds shall be secured by the revenues from the System, as more fully set forth in Schedules X and Y attached hereto, subject to the prior and senior security therefrom granted to the Local Bonds;

(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 the Supplemental Bonds and all other obligations secured by or payable from the revenues of the System prior to or on a parity with the Local Bonds and on a parity with the Supplemental Bonds or, if the reserve accounts established for the payment of debt service on the Local Bonds (the "Reserve Account") and for the payment of debt service on the Supplemental Bonds (the "Supplemental Reserve Account") are funded (whether by Local Bond proceeds with respect to the Local Bonds, monthly deposits or otherwise), respectively, at an amount at least equal to the maximum amount of principal and interest which will come due on the Local Bonds in any year (the "Reserve Requirement") or on the Supplemental Bonds in any year (the "Supplemental Reserve Requirement"), as the case may be, 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 the Supplemental Bonds and any such prior or parity obligations;

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

(iv) That 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 and Supplemental 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 Supplemental Bonds, except the Local Bonds and bonds on a parity with the Supplemental Bonds, which parity bonds 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 Supplemental Bonds and parity bonds theretofore and then being issued and on the Local Bonds and any other obligations secured by or payable from the revenues of the System prior to the Supplemental Bonds; provided, however, that additional parity Local Bonds and additional parity Supplemental 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;

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

(viii) That any bond owner 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 Supplemental Bonds, the right to obtain the appointment of a receiver to administer the System as provided by law, subject to the prior and senior rights of the owner or owners of the Local Bonds;

(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 and shall submit the report of said audit to the Authority, which shall include a statement that the Governmental Agency is in compliance with the terms and provisions of the Local Act and this Supplemental Loan Agreement;

(xii) That the Governmental Agency shall annually adopt a detailed budget of the estimated expenditures for operation and maintenance of the System during the succeeding fiscal year;

(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 Supplemental Bonds, except for accrued interest and capitalized interest, if any, must be deposited in a construction fund on which the owner of the Supplemental Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing for non-construction costs), provided that said construction fund may be the one established for the Local Bonds, which shall have a prior and senior lien thereon; and

(xv) That, as long as the Authority is the owner of any of the Supplemental Bonds, the Governmental Agency shall not authorize redemption of any Supplemental Bonds by it without the written consent of the Authority.

The Governmental Agency hereby represents and warrants that the Local Act has been or shall be duly adopted in compliance with all necessary corporate and other action and in accordance with applicable provisions of law. All legal matters incident to the authorization, issuance, sale and delivery of the Supplemental 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 Supplemental 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 the prior and senior security therefrom for the Local Bonds and 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 of the Supplemental Loan shall be repaid by the Governmental Agency annually on the day and in the years provided in Schedule X hereto.

4.4 The Supplemental Loan shall not bear interest.

4.5 The Supplemental 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.

4.6 The Governmental Agency agrees to pay from time to time, as required by the Authority, the Governmental Agency's allocable share of the reasonable administrative expenses of the Authority relating to the Supplemental Program, which administrative expenses shall be as determined by 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 Supplemental 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 Supplemental Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System, as set forth in the Local Act and in compliance with the provisions of Subsection 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 and the Supplemental Bonds shall prove to be insufficient to produce the minimum sums set forth in the Local Act, 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 so as to provide funds sufficient to produce the minimum sums set forth in the Local Act and as required by this Supplemental Loan Agreement.

5.3 In the event the Governmental Agency defaults in the payment of any fees due to the Authority pursuant to Section

4.6 hereof, the amount of such default shall bear interest at the rate of five percent (5%) per annum, from the date of the default until the date of the payment thereof.

5.4 The Governmental Agency hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Governmental Agency, the Authority may exercise any or all of the rights and powers granted under Section 6a of the Act, including without limitation the right to impose, enforce and collect directly charges upon users 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 governmental agencies in the terms and covenants of loan agreements, 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 negatory such actions of the Authority in the due and prompt implementation of this Supplemental Loan Agreement.

6.2 The Governmental Agency hereby warrants and represents that all information provided to the Authority in this Supplemental Loan Agreement, in the Application or in any other application or documentation with respect to financing the Project was at the time provided, 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 Supplemental Loan and receiving the Supplemental Bonds, the Authority shall have the right to cancel all or any of its obligations under this Supplemental Loan Agreement if (a) any representation made to the Authority by the Governmental Agency in connection with the Loan or the Supplemental 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 Loan Agreement or this Supplemental Loan Agreement.

ARTICLE VII

Miscellaneous

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

7.2 Schedules X, Y and Z shall be attached to this Supplemental Loan Agreement at the time of execution hereof by the Authority 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 Supplemental 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 Supplemental Loan Agreement, and this Supplemental Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.4 This Supplemental 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 Supplemental Loan Agreement.

7.5 No waiver by either party of any term or condition of this Supplemental 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 Supplemental Loan Agreement.

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

7.7 By execution and delivery of this Supplemental Loan Agreement, the Governmental Agency specifically recognizes that it is hereby agreeing to sell its Supplemental 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 Supplemental Loan Agreement shall terminate upon the earlier of:

(i) termination by the Authority of the Loan Agreement pursuant to Subsections 7.8(i) or (ii) thereof;

(ii) termination by the Authority pursuant to Section 6.2 hereof; or

(iii) payment in full of the principal of the Supplemental Loan and of any fees and charges owed by the Governmental Agency to the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Loan Agreement to be executed by their respective duly authorized officers as of the date executed below by the Governmental Agency, but this Supplemental Loan Agreement shall not be binding on the Authority until executed by it.

MINERAL WELLS PUBLIC SERVICE DISTRICT

(SEAL)

Roy D. Radabaugh, Chairman

Attest:

Date: November 25, 1985

Its Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By Director

Attest:

Date: November 26, 1985

Secretary-Treasurer

EXHIBIT A

LOAN AGREEMENT

Date: Novmeber 25, 1985

Principal Amount of Local Bonds: $1,184,375.00

EXHIBIT B

[Opinion of Bond Counsel for Governmental Agency]

[To Be Dated as of Date of Loan Closing]

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement, dated _____, 19__ (the "Supplemental Loan Agreement"), between the Governmental Agency and the West Virginia Water Development Authority (the "Authority"), and (ii) the issue of a series of supplemental, subordinate revenue bonds of the Governmental Agency, dated _____, 19__ (the "Supplemental Bonds"), to be purchased by the Authority in accordance with the provisions of the Supplemental Loan Agreement. The Supplemental Bonds are in the principal amount of $_____, issued in the form of one bond registered as to principal to the Authority, without interest thereon, with principal payable in installments on October 1 in each of the years, as follows:

Year	Installment

The Supplemental Loan Agreement is supplemental to a loan agreement dated _____, _____, also between the Governmental Agency and the Authority (the "Loan Agreement"). The Supplemental Bonds are junior, subordinate and inferior as to lien and source of and security for payment to the bonds issued pursuant to the Loan Agreement (the "Local Bonds"), which Local Bonds are issued simultaneously herewith.

The Supplemental Bonds are issued, together with the Local Bonds, for the purpose of _____ and 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"), under which the Supplemental Bonds are issued, and the Supplemental Loan Agreement that has been undertaken, including all schedules and exhibits to the Supplemental Loan Agreement. The Supplemental Bonds have been authorized by a bond _____ (the "Local Act") duly enacted by the Governmental Agency, which contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Supplemental Loan Agreement. The Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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 presently existing _____ _____, with full power and authority to construct and acquire the Project and to operate and maintain the System referred to in the Supplemental Loan Agreement and to issue and sell the Supplemental Bonds, all under the Local Statute and other applicable provisions of law.

4. The Governmental Agency has legally and effectively enacted the Local Act and all other necessary _____ in connection with the issuance and sale of the Supplemental Bonds.

5. The Supplemental Bonds are valid and legally enforceable special obligations of the Governmental Agency, payable from the [net] revenues of the System referred to in the Local Act and secured by a lien on and pledge of the [net] revenues of said System, all in accordance with the terms of the Supplemental Bonds and the Local Act, and have been duly issued and delivered to the Authority. Said lien and pledge are junior, subordinate and inferior to that created for the Local Bonds [and _____].

6. The Governmental Agency has reserved the right to issue additional bonds ranking on a parity with the Supplemental Bonds, as provided in the Local Act.

7. The Supplemental Bonds are, by statute, exempt _____.

No opinion is given herein as to the enforceability of remedies with respect to the Supplemental Bonds under any applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights.

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF SUPPLEMENTAL BONDS

Principal Amount of Supplemental Bonds	$ 589,625.00
Purchase Price of Supplemental Bonds	$ 589,625.00

Principal of the Supplemental Bonds is payable on October 1 in each year as set forth on Exhibit 1 attached hereto and incorporated herein by reference.

As of the date of the Supplemental Loan Agreement, the Supplemental Bonds are subordinate as to source of and security for payment to the following obligations, other than the Local Bonds:

None

EXHIBIT 1

DEBT SERVICE SCHEDULE

Period Ending 10/1	Zero Coupon Bonds
1986	0.00
1987	0.00
1988	15,516.72
1989	15,516.44
1990	15,516.44
1991	15,516.44
1992	15,516.44
1993	15,516.44
1994	15,516.44
1995	15,516.44
1996	15,516.44
1997	15,516.44
1998	15,516.44
1999	15,516.44
2000	15,516.44
2001	15,516.44
2002	15,516.44
2003	15,516.44
2004	15,516.44
2005	15,516.44
2006	15,516.44
2007	15,516.44
2008	15,516.44
2009	15,516.44
2010	15,516.44
2011	15,516.44
2012	15,516.44
2013	15,516.44
2014	15,516.44
2015	15,516.44
2016	15,516.44
2017	15,516.44
2018	15,516.44
2019	15,516.44
2020	15,516.44
2021	15,516.44
2022	15,516.44
2023	15,516.44
2024	15,516.44
2025	15,516.44
	589,625.00

SCHEDULE Y
REVENUES

In accordance with Subsection 4.1(a) of the Supplemental Loan Agreement, the revenues generated from the operation of the System will be used monthly, in the order of priority listed, as follows:

(i) as prescribed by the Loan Agreement, to pay Operating Expenses of the System;

(ii) as prescribed by the Loan Agreement, to the extent not otherwise limited by an outstanding local resolution, indenture or other act or document, as reflected on Schedule X to the Loan Agreement, and beginning seven (7) months prior to the first date of payment of interest on the Local Bonds from revenues 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, if the Reserve Account was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof, in an amount equal to the Reserve Requirement, by depositing in the Reserve Account an amount equal to one-twelfth (1/12) of one-tenth (1/10) of the amount necessary to fund the Reserve Account at 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) as prescribed by the Loan Agreement, 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;

(iv) beginning thirteen (13) months prior to the first date of payment of principal of the Supplemental Bonds, to provide debt service on the Supplemental Bonds by depositing in a sinking fund one-twelfth (1/12) of the principal payment next coming due on the Supplemental Bonds and, if the Supplemental Reserve Account was not funded

concurrently with the issuance thereof in an amount equal to the Supplemental Reserve Requirement, by depositing in the Supplemental Reserve Account an amount equal to one-twelfth (1/12) of one-tenth (1/10) of the amount necessary to fund the Supplemental Reserve Account at the Supplemental Reserve Requirement or, if the Supplemental Reserve Account has been so funded (whether by monthly deposits or otherwise), any amount necessary to maintain the Supplemental Reserve Account at the Supplemental Reserve Requirement;

(v) to provide debt service on and requisite reserves for any other subordinate indebtedness of the Governmental Agency held or owned by the Authority; and

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

SCHEDULE Z

Additional and Supplemental Definitions

1. "EPA" means the United States Environmental Protection Agency and any successors to the functions thereof.

2. "Local Statute" means Chapter 16, Article 13A, of the Code of West Virginia, 1931, as amended.

3. "System" means the public service properties for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, owned by the Governmental Agency, and any improvements or extensions thereto hereafter constructed or acquired from any sources whatsoever and includes the Project.

Additional Conditions and Covenants

1. The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with, among other State and federal standards, the water quality standards established by the West Virginia Department of Natural Resources and EPA.

2. The Governmental Agency agrees that it will permit the 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.

3. As a condition precedent to the Authority's making the Supplemental Loan, the Governmental Agency shall have obtained, among other permits required, permits from the EPA and the West Virginia Department of Natural Resources and approval of the "Part B" supplement to its EPA grant agreement.

4. The Local Act shall contain a covenant substantially as follows:

> That the Governmental Agency will, to the full extent permitted by applicable law and the rules and regulations of the PSC, discontinue and shut off the services and facilities of the System and, in the event the Governmental Agency owns a water facility (the "Water System"), the

Water System to all users of services of the System delinquent in payment of charges for the services of the System and will not restore the services of either system until all delinquent charges for the services of the System have been fully paid.

5. To the extent required by law, the Governmental Agency hereby covenants and agrees to secure approval of the Authority and all other State agencies having jurisdiction before applying for federal financial 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.

6. Subject to any prior or parity obligations described in Schedules X and Y attached to the Supplemental Loan Agreement, and to the prior lien of the Local Bonds, the net revenues derived from the operation of the System are pledged to the payment of the principal of the Supplemental Bonds.

MINERAL WELLS PUBLIC SERVICE DISTRICT
BOND RESOLUTION

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MINERAL WELLS PUBLIC SERVICE DISTRICT
BOND RESOLUTION

A Resolution authorizing the construction and acquisition of certain public service properties for the collection, treatment, purification and disposal of liquid or solid wastes, sewage and industrial wastes in the Mineral Wells Public Service District, Wood County, West Virginia, and the financing of the cost, not otherwise provided therefor, through the issuance by the Mineral Wells Public Service District of $1,774,000 in aggregate principal amount of Sewerage System Revenue Bonds, Series A and Series B; providing for the rights and remedies of and security for the holders of such Sewerage System Revenue Bonds; authorizing the sale of such Sewerage System Revenue Bonds to the West Virginia Water Development Authority; and adopting other provisions relating thereto.

The Public Service Board of the Mineral Wells Public Service District hereby adopts and orders:

ARTICLE I

DEFINITIONS, STATUTORY AUTHORITY AND FINDINGS

Section 1.01. Definitions. The following terms have the following meanings in this Resolution unless the context expressly requires otherwise:

"Act" means Chapter 16, Article 13A, of the Code of West Virginia of 1931, as amended, and in effect on the date of adoption of this Resolution.

"Authority" means the West Virginia Water Development Authority or any other agency of the State of West Virginia that succeeds to the functions of the Authority.

"Authorized Officer" means the chairman of the Board, as hereinafter defined, or any other officer of such Board or of the Mineral Wells Public Service District specifically designated by resolution of the Board, as hereinafter defined, as such.

"Board" means the public service board of the Mineral Wells Public Service District and shall include the membership of the Board as may hereafter be duly constituted as the legal successors to the present membership or any other authority vested with and autorized to exercise the powers of the Mineral Wells Public Service District.

"Bond 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.

"Bondholder" or "Holder of the Bonds" or any similar term means any person who shall be the bearer or owner of any outstanding Bond or Bonds registered to bearer or not registered, or the registered owner of any outstanding Bond or Bonds which shall at the time be registered other than to the bearer, or the bearer or owner of any coupons representing interest accrued or to accrue on said Bonds.

"Bonds" means the $1,774,000 in aggregate principal amount of the District's, Series A and Series B Bonds, as hereinafter defined, and any additional Bonds hereafter issued within the terms, restrictions and conditions contained in this Resolution.

"Bonds Capitalized Interest Account" means the Sewerage System Revenue Bonds Capitalized Interest Account established in the Construction Trust Fund, as hereinafter defined, by Section 4.02 hereof.

"Construction Trust Fund" means the Minerals Wells Public Service District Construction Trust Fund established by Section 4.02 hereof.

"Consulting Engineers" means Cerrone & Vaughn, Inc., consulting engineers, Wheeling, West Virginia, or any engineer or firm of engineers of reputation for skill and experience with respect to the design and construction of sewerage systems or facilities that shall at any time hereafter be retained by the Mineral Wells Public Service District as Consulting Engineers for the System, as hereinafter defined.

"Cost of the Works" or similar phrases mean those costs described in Section 1.03 hereof to be part of the costs of construction and acquisition of the Project, as hereinafter defined.

"Depository Bank" means Commercial banking and Trust Company or any one or more State banking corporations or national banking associations located in the State, eligible under the laws of the State to receive deposits of state and municipal funds and insured by the FDIC, as hereinafter defined.

"District" means the Mineral Wells Public Service District, a public corporation organized and existing under the laws of, and a political subdivision of, the State of West Virginia and, where appropriate, the Board thereof.

"EPA" means the United States Environmenatal Protection Agency and any successor to the functions of the EPA.

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

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

"General Resolution" means the general resolution adopted by the Authority on May 22, 1985.

"Governmental 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 an amount expected to be received by the District from the EPA or the Authority, in aid of financing certain Costs of the Works.

"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 VI hereof) or any Tap Fees, as hereinafter defined, and for the furnishing by the District of miscellaneous service.

"Independent Accountants" means Harmon, Thompson & Mallory, certified public accountants, Parkersburg, West Virginia, or any other certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the District to prepare an independent annual or special audit of the accounts of the System, as hereinafter defined, or for any other purpose except keeping the accounts of such System in the normal operation of its business and affairs.

"Loan Agreement" means the loan agreement authorized by the District November 25, 1985, between the District and the Authority, pursuant to which the Authority has agreed to purchase $1,184,375 in aggregate principal amount of the Series A Bonds.

"Net Revenues" means Gross Revenues less Operating Expenses, as hereinafter defined.

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

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds thretofore and thereupon being authenticated and delivered except (1) any Bond cancelled (or being held for future exchange) by the registrar at or prior to said date; (2) any Bond for the payment of which moneys, equal to its principal amount, with interest to the date of maturity, shall be in trust under this Resolution and set aside for such payment (whether upon or prior to maturity); and (3) any Bond deemed to have been paid as provided in Article VIII hereof.

"Paying Agent" means Commercial Banking & Trust Company or such other paying agent designated by the District by subsequent resolution .

"Plans and Specifications" means the plans and specifications for the construction of the Project prepared by the Consulting Engineers on file in the office of the District.

"Project" means the public service properties for the collection, treatment, purification and disposal of liquid or solid wastes, sewage or industrial wastes of the District, as described in Exhibit A attached hereto and incorporated herein by reference.

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

A. Government Obligations;

B. 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; the Federal National Mortgage Association (but only to the extent such obligations are guaranteed by the Government National Mortgage Association); or the Government National Mortgage Association;

C. Public housing bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; temporary notes, preliminary loan notes or project notes issued by public agencies or municipalities, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

D. Certificates of deposit or other similar banking arrangements permitted by law, with a member bank or member banks of the Federal Reserve System or banks the deposits of which are insured by the FDIC, upon the terms and conditions as follows:

(i) all moneys invested in each such interest-bearing time deposit, certificate of deposit or similar banking arrangement shall be continuously and fully secured by obligations of the types described in clauses A, B and C above of a market value equal at all times to the amount of the deposit, certificate or similar banking arrangement; and

(ii) each such interest-bearing time deposit, certificate of deposit or similar banking arrangement shall permit the moneys so placed to be available for use at the times provided with respect to the investment or reinvestment of such moneys;

E. Direct and general obligations of the State or any other state within the territorial United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged; provided, that, at the time of their purchase, such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency;

F. The "consolidated fund" (or any distinct portion thereof) managed by the West Virginia State Board of Investments pursuant to Chapter 12, Article 6 of the Code of West Virginia, 1931, as amended, provided that investments by such fund (or portion thereof) on behalf of the District may only be in Qualified Investments other than those described in this paragraph F;

G. Repurchase agreements relating to any securities of the type described in clauses A or C above with any banking institution or association, including the Depository Bank, or any other financial institution, provided that the Depository Bank or the Bond Commission, as the case may be, or its agent have possession of the collateral, and that such collateral be free of claims of third parties.

"Registrar" means Commercial Banking and Trust Company or such other paying agent designated by the District by subsequent resolution.

"Renewal and Replacement Fund" means the Mineral Wells Public Service District Sewerage System Renewal and Replacement Fund established by Section 4.01D hereof.

"Reserve Account" means the Sewerage System Revenue Bonds Reserve Account established in the Sinking Fund, as hereinafter defined, by Section 4.01B hereof.

"Resolution" means this resolution, as from time to time amended or supplemented.

"Revenue Fund" means the Mineral Wells Public Service District Sewerage System Revenue Fund established by Section 4.01A hereof.

"Series A Bond" means the Series A Bond of the District in the principal amount of $1,184,375, described in Section 3.02 hereof.

"Series A Bond Reserve Account Requirement" means the maximum amount of principal and interest which will come due on the Series A Bonds in the then current or any succeeding Fiscal Year.

"Series B Bond" means the Series B Bond of the District in the principal amount of $589,625, described in Section 3.03 hereof.

"Series B Bond Reserve Account Requirement" means the maximum amount of principal which will come due on the Series B Bonds in the then current or any succeeding Fiscal Year.

"Sinking Fund" means the Sewerage System Revenue Bonds Sinking Fund established by Section 4.01B(1) hereof.

"State" means the State of West Virginia.

"Supplemental Loan Agreement" means the supplemental loan agreement authorized by the District on November 25, 1985,

between the District and the Authority, pursuant to which the Authority has agreed to purchase $589,625 in aggregate principal amount of the Series B Bonds.

"Supplemental Resolution" means any resolution of the Board amending or supplementing this Resolution.

"System" means the Project, in its entirety or any integral part thereof, and any improvements and extensions thereto hereafter constructed or acquired for said public services properties from any sources whatsoever, both within and without the District.

"Tap Fees" means the fees paid by customers of the District initially to hook onto the System.

"Water Development Act" means Chapter 20, Article 5C, of the Code of West Virginia of 1931, as amended, and in effect on the date of adoption of this Resolution.

"WDA Program" means the water development loan program of the Authority undertaken pursuant to the Water Development Act.

Additional terms and phrases are defined in this Resolution as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

Words importing singular number include the plural number in each case and vice versa; words importing the masculine gender include every other gender; and words importing persons include firms, partnerships, associations and corporations.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Resolution; and the term "hereafter" means after the date of adoption of this Resolution.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Resolution so numbered.

Section 1.02. Authority of this Resolution. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. It is hereby found, determined and declared as follows:

A. There is no consolidated public sewer system presently serving the residents of the District, and existing inadequate and unsatisfactory private sewage systems cause stream pollution and constitute public health hazards.

B. It is deemed necessary and desirable for the health, welfare and safety of the inhabitants of the District that the Project be constructed at an estimated cost of $7,514,635, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed in the office of the Board. Said costs of the Project shall be deemed to include the cost of the acquisition or construction of the Project, the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Bonds, as the case may be, prior to, during and for six months after completion of construction and acquisition of the Project; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; and such other expenses as may be necessary or incident to the financing authorized by this Resolution, the construction and acquisition of the Project and the placing of the same in operation and the performance of the things herein required or permitted in connection with any thereof, including with respect to the Bonds, any commitment fees to the Authority; provided, that reimbursement to the District for any amounts expended by it for allowable costs of the Project prior to the issuance of the Bonds, as the case may be, or the repayment of indebtedness incurred by the District for such purposes shall be deemed costs of the Project.

C. The District has received certain grants for the construction and acquisition of the Project, including a grant from the EPA in the approximate amount of $5,185,580. The Distict has entered into a Step III grant agreement with the EPA, pursuant to which the EPA will reimburse the District for Approximately seventy-five percent (75%) of Eligible Costs of the Works incurred by the District.

D. The District does not have any bonds or other obligations outstanding as of the date hereof which have a lien on the Gross Revenues or on the Net Revenues derived from the operation of the System. Additional Bonds on a parity with the Series B Bond may be issued upon compliance with the terms and conditions of this Resolution, but no obligations having priority over the Series B Bond may henceforth be issued by the District.

The estimated Gross Revenues to be derived from the

operation of the System in each year after the construction of the Project will be sufficient to pay all Operating Expenses and to pay the principal of and interest on the Bonds and all Sinking Fund, Reserve Account and other payments provided for in this Resolution with respect to the Bonds.

E. It is deemed necessary for the District to issue its Bonds to finance costs of the construction and acquisition of the Project. Costs of the Project shall be deemed to include the cost of the acquisition or construction of the Project; the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Bonds prior to, during and for six months after completion of construction and acquisition of the Project; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; and such other expenses as may be necessary or incident to the financing authorized by this Resolution, the construction and acquisition of the Project and the placing of the same in operation and the performance of the things herein required or permitted in connection with any thereof; provided, that reimbursement to the District for any amounts expended by it for allowable costs of the Project prior to the issuance of the Bonds or the repayment of indebtedness incurred by the District for such purposes shall be deemed costs of the Project.

F. The Authority has agreed to purchase $1,774,000 in aggregate principal amount of the Bonds pursuant to the terms and provisions of the Loan Agreement and the Supplemental Loan Agreement.

G. It is in the best interests of the District that its Bonds be sold to the Authority pursuant to the Loan Agreement and the Supplemental Loan Agreement as soon after the adoption of this Resolution as may be practicable and authorized and permitted by applicable law.

Section 1.04. Resolution Constitutes Contract. In consideration of the acceptance of the Bonds by those who shall respectively hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the District and such respective Holders of the Bonds, and the covenants and agreements herein set forth to be performed by said District shall be for the equal benefit, protection and security of the respective legal Holders of any and all of such Bonds shall respectively be of equal rank and without preference, priority or distinction between any one Bond, and any by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II

AUTHORIZATION OF THE PROJECT; APPROVAL OF ACTIONS: APPROVAL AND EXECUTION OF DOCUMENTS

Section 2.01. Authorization of the Project. There is hereby authorized the construction and acquisition of the Project described in Exhibit A hereto, plans and specifications for which have been prepared by the Consulting Engineers and heretofore filed in the office of the Board.

Section 2.02. Approval of Loan Agreement, Amended Application, and Supplemental Loan Agreement. The Loan Agreement, the Amended Application, and the Supplemental Loan Agreement are hereby approved. The Chairman of the Board and the Secretary of the Board are hereby authorized to execute the Loan Agreement and the Supplemental Agreement, and all other documents required to be executed by or on behalf of the District by the terms of the Loan Agreement or the Supplemental Loan Agreement. All stipulations, covenants and agreements contained in the Loan Agreement and the Supplemental Loan Agreement are incorporated herein and made a part hereof as fully as if herein set out in full.

Section 2.03. Approval of Actions. The Chairman of the Board and the Secretary of the Board and the other officers of the District hereby are authorized and directed to execute any and all instruments and perform any and all acts as, in their discretion, may be necessary or advisable in effecting the purposes of this Resolution, the Loan Agreement, or the Supplemental Loan Agreement.

ARTICLE III

BONDS

Section 3.01. Authorization of Bonds. For the purpose of paying a portion of the Project Costs, and paying certain costs of issuance and related costs, there shall be issued negotiable Bonds of the District, in an aggregate principal amount of $1,774,000. The Bonds shall be designated "Sewerage System Revenue Bonds," Series A and Series B, and shall have such terms as set forth hereinafter.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the date of payment, is legal tender for the payment of public and private debts under the laws of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable at the office of the Paying Agent. The interest on the Bonds shall be paid by check or draft made payable and mailed to the Holder thereof as of the Record Date at his address as it appears in the Register on the Record Date.

Section 3.02. Term of the Series A Bond. The Series A Bond shall be issued in the form of a single bond, in typewritten form, fully registered to the Authority, with a payment record attached, in the denomination of $1,184,375, with interest thereon at the rate of 9.75% per annum, representing the aggregate principal amount of the Series A Bond issue, and shall mature in principal installments on October 1, of each year after date as follows:

Year	Principal Maturing	Year	Principal Maturing
1986	0.00	2006	18,503.00
1987	0.00	2007	20,307.00
1988	3,467.00	2008	22,287.00
1989	3,805.50	2009	24,460.00
1990	4,176.00	2010	26,845.00
1991	4,583.00	2011	29,463.00
1992	5,030.00	2012	32,335.00
1993	5,521.00	2013	35,488.00
1994	6,059.00	2014	38,948.00
1995	6,650.00	2015	42,746.00
1996	7,298.00	2016	46,913.00
1997	8,010.00	2017	51,487.00
1998	8,791.00	2018	56,507.00
1999	9,648.00	2019	62,017.00
2000	10,588.00	2020	68,064.00
2001	11,621.00	2021	74,700.00
2002	12,754.00	2022	81,983.00
2003	13,997.00	2023	89,976.00
2004	15,362.00	2024	98,749.00
2005	16,860.00	2025	108,377.00

The Series A Bond shall be issued in substantially the form set forth as Exhibit B hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution.

Section 3.03. Term of the Series B Bond. The Series B Bond shall be issued in the form of a single bond, in typewritten form, fully registered to the Authority, with a payment record attached, in the denomination of $589,625, without interest, representing the aggregate principal amount of the Series B Bond issue, and shall mature in principal installments on October 1 of each year after date as follows:

Year	Principal Maturing	Year	Principal Maturing
1986	0.00	2006	15,516.44
1987	0.00	2007	15,516.44
1988	15,516.72	2008	15,516.44
1989	15,516.44	2009	15,516.44
1990	15,516.44	2010	15,516.44
1991	15,516.44	2011	15,516.44
1992	15,516.44	2012	15,516.44
1993	15,516.44	2013	15,516.44
1994	15,516.44	2014	15,516.44
1995	15,516.44	2015	15,516.44
1996	15,516.44	2016	15,516.44
1997	15,516.44	2017	15,516.44
1998	15,516.44	2018	15,516.44
1999	15,516.44	2019	15,516.44
2000	15,516.44	2020	15,516.44
2001	15,516.44	2021	15,516.44
2002	15,516.44	2022	15,516.44
2003	15,516.44	2023	15,516.44
2004	15,516.44	2024	15,516.44
2005	15,516.44	2025	15,516.44

The Series B Bond shall be issued in substantially the form set forth as Exhibit C hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution.

Section 3.04. Execution of Bonds. The Bonds shall be executed in the name of the District by the manual signature of its Chairman, and the seal of the District shall be affixed thereto or imprinted thereon and attested by the Secretary of the District by manual or facsimile signature. In case any one or more of the persons who shall have signed or sealed any Bond shall cease to hold such office before such Bond so signed and sealed shall have been delivered, such Bond nevertheless may be delivered as herein provided and may be issued as if such person had not ceased to hold such office. Any Bond may be signed, sealed and attested on behalf of the District by such person as at the time of such actions shall hold the requisite office, regardless of whether such person shall have held such office on the date of such Bond.

Section 3.05. Authentication and Registration. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereof unless and until the Certificate of Authentication on such Bond shall have been duly executed by the Registrar. Any Certificate of Authentication upon any Bond so executed shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Resolution. The Certificate of Authentication on

any Bond shall be deemed to have been executed by the Registrar if signed by the manual signature of an authorized officer of the Registrar. It shall not be necessary that the same authorized officer sign the Certificate of Authentication on all of the Bonds or on all of the Bonds of any series.

Section 3.06. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder, in accepting any of the Bonds, shall be deemed conclusively to have agreed to the incontestability of the Bonds in the hands of a bona fide holder for value, subject to compliance by such holder with the registration provisions herein and therein provided.

So long as any of the Bonds remain Outstanding, the Registrar shall keep and maintain the Register for the registration and transfer of the Bonds.

A Bond shall be transferable only by transfer of registration upon the Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Bond, there shall be issued another Bond or Bonds (at the option of the transferee) of the same series, interest rate and maturity as said transferred Bond and of an aggregate principal amount equal to the unpaid principal amount of the transferred Bond.

In all cases in which the privilege of transferring or exchanging a Bond is exercised, Bonds shall be delivered in accordance with the provisions of this Resolution. All Bonds surrendered in any such transfer or exchange shall be cancelled forthwith by the Registrar. Transfers of Bonds and exchanges of Bonds in the event of partial redemption shall be made by the Registrar without charge to the Holder or the transferee thereof. For every transfer or exchange of Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange. The District shall pay such service charge, tax or other governmental charge. The Registrar shall not be obliged to make any such transfer or exchange of Bonds proposed to be redeemed after the selection of such Bonds to be redeemed.

Section 3.07. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the District may execute, and the Registrar shall authenticate, register and deliver, a new Bond of like series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost, either in exchange for and upon surrender and cancellation of, such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, but only if the Holder shall furnish the District and the Registrar with proof of his ownership thereof and that said Bond has been destroyed, stolen or lost and shall comply with such other reasonable regulations and conditions as the District or the Registrar may stipulate. The name of the Holder listed in the Register shall constitute proof of ownership. All Bonds so surrendered shall be submitted to and cancelled by the Registrar, and evidence of such cancellation shall be given to the District. If any such Bond shall have matured or be about to mature, the District, by and through the Registrar, may pay the same without issuance of a substitute Bond therefor.

Section 3.08. Person Treated as Owners. The District, the Registrar and any agent of the District or the Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond, and for all other purposes, whether or not such Bond is overdue.

Section 3.09. Delivery of the Series A Bond and the Series B Bond. The District shall execute and deliver to the Registrar, and the Registrar shall authenticate, register and deliver to the Authority the Series A Bond and the Series B Bond, upon payment therefor and receipt of the documents set forth below:

A. A request and authorization to the Registrar on behalf of the District, signed by an Authorized Officer, to authenticate and deliver to the Authority the Series A Bond and the Series B Bond; and

B. The unqualified approving opinion of bond counsel designated by the District and acceptable to the Authority.

Section 3.10. Application of Proceeds of Bonds. The moneys received from the sale of the Bonds shall be deposited in the Construction Trust Fund and applied to the payment of the Cost of the Works.

ARTICLE IV

BOND PROCEEDS; REVENUES; FUNDS; AND ACCOUNTS

Section 4.01: Revenues; Funds and Accounts.

A. The Gross Revenues from the operation of the System shall be deposited upon receipt in a bank or national banking association located in the State, eligible under the laws of the State to receive deposits of State and municipal funds and insured by FDIC, which may, but need not, be the Depository Bank, in a special fund, to be designated the "Mineral Wells Public Service District Sewerage System Revenue Fund." The Revenue Fund shall constitute a trust fund for the purposes provided in this Resolution and shall be kept separate and distinct from all other funds of said bank or national banking association or of the District and used solely for the purposes and in the manner herein provided. All revenues on deposit in the Revenue Fund shall first each month be used to pay all reasonable Operating Expenses of the System. Thereafter, disbursements shall be made from the Revenue Fund in the order and priority set forth in Subsections B, C and D of this Section 4.01 and shall be used only for the purposes and in the manner herein provided.

B. (1) On the first day of each month, beginning on the first day of that month which is seven months prior to the first interest payment date on which interest is to be paid from Revenues, the District shall apportion and set apart out of the Revenue Fund and remit to the Bond Commission for deposit in the Sinking Fund, a sum equal to one-sixth of the amount of interest which will become due on the Series A Bond on the next ensuing semiannual interest payment date; provided, that "next ensuing semiannual interest payment date" shall not refer to the interest payment date on which any such deposit is made. The last monthly deposit to be made in each six-month period to pay interest on the next ensuing semiannual interest payment date may be reduced to the extent that deposits made for the five preceding months, together with any other moneys on deposit in the Sinking Fund for the payment of interest, would be sufficient with such reduced monthly deposit to make the next ensuing semiannual interest payment.

(2) On the first day of each month, beginning on the first day of that month which is 13 months prior to the first principal payment date of the Series A Bond, the District shall apportion and set apart out of the Revenue Fund and remit to the Bond Commission for deposit in the Sinking Fund, a sum equal to one-twelfth of the amount of principal which will mature and become due on the Bonds on the next ensuing principal payment date; provided, that "next ensuing principal

payment date" shall not refer to the principal payment date on which any such deposit is made.

(3) The District shall next, from the Revenue Fund, remit to the Bond Commission for deposit in an account to be designated the "Sewerage System Revenue Series A Bond Reserve Account," which is hereby created and established in said Sinking Fund, on the first day of each month of each year, beginning with and including the month in which the payments required by Section 4.01 B (1) are commenced, an amount equal to 1/12th of 1/10th of the Series A Bond Reserve Account Requirement; provided that no further payments shall be made into the 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 A Bond Reserve Account Requirement.

Moneys in the Series A Reserve Account shall be used only for the purpose of paying principal of or interest on the Series A Bond, as the same shall come due, when other moneys in the Sinking Fund are insufficient therefor, and for no other purpose.

Any withdrawals from the Series A Bond Reserve Account shall be subsequently restored from the first revenue available after all required payments to the Sinking Fund and Series A Bond Reserve Account, including any deficiencies for prior payments, have been made in full.

C. (1) On the first day of each month, beginning on the first day of that month which is 13 months prior to the first principal payment date of the Series B Bond, the District shall apportion and set apart out of the Revenue Fund and remit to the Bond Commission for deposit in the Sinking Fund, a sum equal to one-twelfth of the amount of principal which will mature and become due on the Series B Bond on the next ensuing principal payment date; provided, that "next ensuing principal payment date" shall not refer to the principal payment date on which any such deposit is made.

(2) The District shall next, from the Revenue Fund, remit to the Bond Commission for deposit in an account to be designated the "Sewerage System Revenue Series B Bond Reserve Account," which is hereby created and established in said Sinking Fund, on the first day of each month of each year, beginning with and including the month in which the payments required by Section 4.01 B (1) are commenced, an amount equal to 1/12th of 1/10th of the Series B Bond Reserve Account Requirement; provided that no further payments shall be made into the 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 B Bond Reserve Account Requirement.

Moneys in the Series B Bond Reserve Account shall be used only for the purpose of paying first the principal of or interest on the Series A Bond, and second the principal of the Series B Bond, as the same shall come due, when other moneys in the Sinking Fund are insufficient therefor, and for no other purpose.

Any withdrawals from the Series B Bond Reserve Account shall be subsequently restored from the first revenue available after all required payments to the Sinking Fund, Series A Bond Reserve Account, and Series B Bond Reserve Account, including any deficiencies for prior payments, have been made in full.

(3) On such dates as the Bond Commission shall require, the District shall remit to the Bond Commission such additional sums from the Revenue Fund as shall be necessary to pay the fiscal agency charges due for paying the Bonds and the interest thereon.

Pending such application, moneys in the Revenue Fund shall be invested in accordance with Article VIII hereof.

Moneys on deposit in the Sinking Fund shall be used only for the purposes of paying the principal of and the interest on the Bonds as the same shall become due.

The District shall not be required to make further deposits into the Sinking Fund and the Series A Reserve Account and the Series B Reserve Account therein when the sum in the Sinking Fund and all accounts therein of cash, Government Obligations and interest to be earned on such Government Obligations, without reinvestment, is at least equal to the aggregate principal amount of Bonds then Outstanding plus the amount of interest due or thereafter to become due thereon.

As and when additional Bonds are issued, provision shall be made for additional deposits into the Sinking Fund sufficient to pay the interest on such additional Bonds and accomplish retirement thereof at or before maturity.

Deposits into the Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday, Sunday or legal holiday, then such deposit shall be made on the next succeeding business day. All such deposits shall be remitted to the Bond Commission with appropriate instructions, consistent with the provisions of this Resolution, as to the custody, use and application of the funds deposited.

D. The District shall restore any withdrawals from the Reserve Account which have the effect of reducing the value of the funds therein below the Reserve Account Requirement, first from moneys then remaining in the Revenue Fund and next from funds deposited in the Renewal and Replacement Fund and then from the first Revenues available after all required deposits to the Sinking Fund, including deposits in respect of deficiencies for prior deposits, have been made in full; provided, that the District shall not be required to restore any withdrawal when the sum in the Sinking Fund and all accounts therein of cash, Government Obligations and interest to be earned on such Government Obligations, without reinvestment, is at least equal to the aggregate principal amount of Bonds then Outstanding plus the amount of interest due or thereafter to become due thereon.

E. On the first day of each month, beginning with the first month in which interest shall be payable from the Revenue Fund, the District shall apportion and set apart out of the Revenue Fund and transfer to a bank or national banking association located in the State, eligible under the laws of the State to receive deposits of State and municipal funds and insured by FDIC, which may, but need not, be the Depository Bank, for deposit in a special fund to be designated the "Mineral Wells Public Service District Sewerage System Renewal and Replacement Fund," which fund is hereby established and created, a sum equal to 2-1/2% of Gross Revenues, less any amount transferred to the Reserve Account, received during the previous month. All funds in the Renewal and Replacement Fund shall be kept separate and distinct from all other funds of the District and the Depository Bank.

Withdrawals and disbursements from the Renewal and Replacement Fund shall be made by the District only for the following purposes and in the following order of priority:

(1) For the payment of the then payable principal of, premium, if any, and interest on the Series A Bonds if there are not sufficient funds therefor in the Sinking Fund (including the Reserve Account and the Capitalized Interest Account);

(2) To make up any deficiency in the Reserve Account (so that the amount on deposit therein is at least equal to the Reserve Account Requirement), subject to the provisions of Section 4.01;

(3) For the payment of the reasonable costs of replacements, emergency repairs, improvements or extensions to the System; and

(4) For the payment of debt service on obligations not on a parity with the Bonds, the proceeds of which obligations were used to finance such land, depreciable renewals, repairs, extensions, improvements and additions to the System.

Pending such application, moneys in the Renewal and Replacement Fund shall be invested in accordance with Article VI hereof. Funds in the Renewal and Replacement Fund exceeding the greater of (i) a sum which is sufficient for the purposes of capital replacements, additions or improvements for the System or any part thereof during the then current Fiscal Year and the next ensuing Fiscal Year, as determined by resolution of the Board, or (ii) an amount equal to 10 percent of the aggregate principal amount of Bonds Outstanding, may be transferred by the District to the Revenue Account.

(5) Whenever all the required transfers and deposits from the Revenue Fund have been made and there remains on deposit in the Revenue Fund an amount exceeding the amounts estimated to be required to be paid for Operating Expenses during the then current Fiscal Year and the next ensuing Fiscal Year, as determined by resolution of the Board, such excess may be transferred to the Renewal and Replacement Fund or used for any lawful purpose, as directed by the Board.

(6) If on any payment date Gross Revenues are insufficent to make the transfers and deposits hereinabove provided, the deficient transfer or deposit shall be corrected on the next ensuing payment date by payments in addition to the payments otherwise required to be made on such payment date.

E. The Bond Commission hereby is designated as the fiscal agent for the administration of the Sinking Fund. All amounts to be deposited into the Sinking Fund shall be remitted by the District to the Bond Commission, as provided herein. All such remittances shall identify clearly the fund or account into which such remittance is to be deposited.

F. Funds on deposit in the Revenue Fund and the Renewal and Replacement Fund in excess of the amount insured by the FDIC shall be secured at all times to the full extent of such excess by such Qualified Investments as are eligible under the laws of the State to secure deposits of municipal funds.

Section 4.02. Construction Trust Fund. There is hereby created and established with the Depository Bank a special fund, to be designated the "Mineral Wells Public Service District Project Construction Trust Fund," which fund shall be segregated from all other funds and accounts of the Depository Bank or the District and used solely for the purposes provided herein.

No moneys shall be disbursed from the Construction Trust Fund except to pay the Costs of the Works. Withdrawals from the Construction Fund, except for legal, fiscal and engineering expenses and expenses in connection with the issuance and sale of the Bonds, shall be made only after submission to the Depository Bank of a certificate, signed by the Consulting Engineers, stating that such costs have been properly incurred, that such costs are Costs of the Works, and that payment is then due and owing.

Pending such application, moneys in the Construction Trust Fund may be invested and reinvested in accordance with Article VI hereof.

There is further hereby created and established, within the Construction Trust Fund with the Depository Bank, a trust account, to be designated the "Sewerage System Bonds Capitalized Interest Account", into which account there shall be initially deposited the sum of $_____. The Bonds Capitalized Interest Account shall be segregated from all other deposits and funds of the District and shall be promptly invested in accordance with Article VIII hereof. At or prior to any interest payment date, as shall be reasonably requested by the Paying Agent, the Depository Bank shall transfer from the Bonds Capitalized Interest Account to the Paying Agent in immediately available funds the amount of interest on the Bonds then owing. In the event the funds on deposit in the Bonds Capitalized Interest Account are insufficient to pay any interest on the Bonds coming due, the Depository Bank shall transfer funds from the Construction Trust Fund to make up such deficiency.

The Construction Trust Fund shall constitute a trust fund for the purposes described above, and there is hereby created a lien upon such moneys until so applied first in favor of the Holders of the Series A Bond, and second in favor of the Holders of the Series B Bond.

After completion of the Project, as certified by the Consulting Engineers, any moneys remaining in the Construction Trust Fund may be withdrawn by the District to be used for any lawful purpose of the System.

Section 4.03. Tap Fee Account. All proceeds from any Tap Fees imposed and collected by the District shall be deposited in a special account, to be designated the "Mineral Wells Public Service District Project Tap Fee Account" (the "Tap Fee Account"), which is hereby created and established in the Construction Trust Fund. The District shall pay promptly out of the Tap Fee Account the costs of connection to the System. Any amounts remaining in the Tap Fee Account after connections have been made for all customers who paid such Tap

Fees shall be considered excess and shall be transferred by the Depository Bank to the Construction Fund and used for authorized purposes thereof.

ARTICLE V

ADDITIONAL COVENANTS OF THE DISTRICT

Section 5.01. General Covenants of the District. All the covenants, agreements and provisions of this Resolution shall be and constitute valid and legally binding covenants of the District and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds, as prescribed by Article VII hereof. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, for so long as any of the Bonds remain Outstanding.

Section 5.02. Bonds Not to be Indebtedess of the District. The Bonds, shall not be a corporate indebtedness of the District within the meaning of any statutory or constitutional limitation but shall be payable solely from the funds pledged for such payment by this Resolution. No Holder or Holders of any Bonds shall ever have the right to compel the exercise of the taxing power of the District, if any, to pay the principal of, premium, if any, or interest on the Bonds.

Section 5.03. Bonds Secured by Pledge of Net Revenues, Funds and Unexpended Bond Proceeds. The payment of the debt service of the Series A Bond issued hereunder shall be secured forthwith by a first lien on and pledge of the Net Revenues and the funds on deposit in the Sinking Fund and the Renewal and Replacement Fund. The payment of the debt service of the Series B Bond issued hereunder shall be secured forthwith by a second lien on and pledge of the Net Revenues and the funds on deposit in the Sinking Fund and the Renewal and Replacement Fund. Net Revenues in an amount sufficient to pay the principal of, premium, if any, and interest on first, the Series A Bond, and second, the Series B Bond, and to make the deposits into the Sinking Fund and all other payments provided for in this Resolution, and the funds on deposit in the Sinking Fund and the Renewal and Replacement Fund, are pledged irrevocably hereby in the manner provided in this Resolution to the payment of the principal of, premium, if any, and interest on first, the Series A Bond, and second, the Series B Bond, as the same becomes due and for the other purposes provided in this Resolution. The District hereby pledges the unexpended proceeds of each series of Bonds as additional security for payment of the principal of, premium, if any, and interest on first, the Series A Bond, and second

the Series B Bond, until expended in accordance with the provisions of this Resolution.

Section 5.04. Rates. Just and equitable rates and charges for the use of and the service rendered by the System shall be established, all in the manner and form required by law, and copies of such rates and charges so fixed and established at all times shall be kept on file in the offices of the District, open to inspection by all interested parties. The schedule of rates and charges shall produce in each year Gross Revenues sufficient to make the required payments into the funds and accounts created hereunder and to pay Operating Expenses. Such schedule 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 District hereby covenants and agrees that it will fix, establish and collect rates and charges which always shall provide Net Revenues equal to not less than one hundred fifteen percent (115%) of the maximum annual amount required to pay the interest and principal as the same become due and accomplish retirement of all Bonds, or other obligations for the payment of which Net Revenues have or shall have been pledged, charged or otherwise encumbered provided, however, that so long as there is on deposit in the Reserve Account in the Sinking Fund established by Section 4.01 an amount equal to the Reserve Account Requirement, the foregoing percentage may be adjusted by the District to 110%.

Section 5.05. Completion, Operation and Maintenance, Right of Access. The District will expeditiously complete the Project and will provide and maintain competent and adequate resident engineering services satisfactory to the District and the Authority for the supervision and inspection of the construction of the Project, and bearing the responsibility of assuring the construction conforms to the Plans and Specifications and shall require its resident engineer to certify to the Authority and the District at the completion of construction that construction is in accordance with the Plans and Specifications. Upon completion of the construction, the District will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner in compliance with the water quality standards established by the West Virginia Department of Natural Resources and the EPA, as well as all other State and Federal laws, regulations, orders, and standards, with qualified operating personnel properly certified, making expenditures for equipment and for the economical operation and maintenance thereof from Gross Revenues as provided in this Resolution. As long as the Authority shall hold the Bonds, the

Authority, the EPA and their duly authorized agents shall have the right at all reasonable times to enter upon the Project to examine and inspect the same and shall, prior to, at and after completion of construction and commencement of operation of the Project, have such rights of access to the System as may be reasonably necessary to accomplish all of the powers and rights of the Authority in respect of the System pursuant to the pertinent provisions of the Water Development Act.

Section 5.06. Sale of the System. The System may be sold, mortgaged, leased or otherwise disposed of only as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to defease the pledge created by this Resolution as provided by Section 8.01 hereof. The proceeds from such sale, mortgage, lease or other disposition of the System immediately shall be remitted to the Bond Commission for deposit in the Sinking Fund, and otherwise as prescribed by Section 4.01. Any balance remaining after such defeasance shall be remitted to the District by the Bond Commission unless necessary for the payment of other obligations of the District payable out of Gross Revenues.

The foregoing provision notwithstanding, the District shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereafter 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 ten thousand dollars, the Board shall determine by resolution that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the District then may 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 shall be in excess of ten thousand dollars but not in excess of fifty thousand dollars, based upon written appraisal filed with the District, the Board first shall determine by resolution, with the written approval of the Consulting Engineers, that such property is no longer necessary, useful or profitable in the operation thereof, and the District then may authorize such sale, lease or other disposition. The proceeds derived from any such sale, lease or other disposition in excess of ten thousand dollars and not in excess of fifty thousand dollars shall be remitted by the District to the Bond Commission for deposit in the Redemption Account and shall be applied only to the redemption of Bonds, which then may be redeemed, or to the purchase of Bonds, on the open market at purchase prices not greater than par plus accrued interest as to Bonds, not subject to redemption and not greater than the redemption price of Bonds subject to

redemption. Payments of such proceeds into the Renewal and Replacement Fund or the Redemption Account shall not reduce the amounts required to be paid into said funds by other provisions of this Resolution.

No such sale, lease or other disposition shall be made by the District if the proceeds to be derived therefrom shall be in excess of fifty thousand dollars and insufficient to defease the pledge created by this Resolution, as provided by Section 8.01 hereof, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of fifty percent (50%) in aggregate principal amount of Bonds then Outstanding.

Section 5.07. Issuance of Other Obligations Payable out of Gross Revenues and General Covenant Against Encumbrances. The District shall not issue any other obligations whatsoever, except additional parity Bonds as provided in Section 5.08, payable from Gross Revenues which, as to lien, security and source of payment, rank prior or equal to the Bonds; and all obligations hereafter issued by the District payable from Gross Revenues, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate to the Bonds as to lien, security and source of payment.

The District shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over, or except with respect to said additional parity Bonds, being on a parity with, the lien of the Bonds and the interest thereon, upon Net Revenues.

Section 5.08. Additional Parity Bonds. No additional parity Bonds, as in this Section defined, shall be issued after the issuance of the Series B Bond except under the conditions and in the manner herein provided.

No additional parity Bonds shall be issued except for the purpose of financing the Costs of the construction of additions, betterments or improvements to the System, or of refunding the entirety of one or more or all series of Bonds then Outstanding, or both.

Except as hereinafter provided, no additional parity Bonds shall be issued unless and until there has been procured and filed with the Secretary of the Board a written statement by Independent Accountants, based upon the necessary investigation and certification by the Consulting Engineers, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided, during any 12 consecutive months within the 18 months immediately preceding the date of issuance of such additional parity Bonds, plus the

average of the estimated increase in annual Net Revenues to be received in each of the three succeeding years after the completion of the improvements to be financed by such additional parity Bonds shall not be less than one hundred fifteen percent (115%) of the maximum annual amount which will become due for principal of and interest on the following:

1. The Series 1985 Bonds, then Outstanding, if any;

2. Any additional parity Bonds theretofore issued then Outstanding, if any; and

3. The additional parity Bonds then proposed to be issued.

The "estimated increase in annual Net Revenues to be received in each of the three 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 additional parity Bonds and any increase in rates enacted by the District, the time for appeal of which shall have expired prior to the date of delivery of such additional parity Bonds. The Net Revenues actually derived during any 12 consecutive months, as referred to above, may be adjusted by adding thereto such additional Net Revenues as would have been received, as certified by the Consulting Engineers and the Independent Accountants, on account of increased rates, rentals, fees and charges for the System enacted by the District or ordered by the Public Service Commission of the State, as the case may be, the time for appeal of which shall have expired prior to issuance of such additional parity Bonds.

Upon or prior to the delivery of such additional parity Bonds, the District shall have entered into written contracts for the immediate construction of such additions, betterments or improvements to the System as are to be financed by such additional parity Bonds.

The District may issue additional parity Bonds for refunding purposes without obtaining the above-referenced statement of Independent Accountants regarding Net Revenues if the aggregate debt service on said additional parity refunding Bonds and such Bonds, as will remain Outstanding following issuance of said additional parity refunding Bonds (the "Prior Bonds") will not exceed, in any year that the Prior Bonds remain Outstanding, the debt service which would have been required in such year had the Bonds to be refunded by said additional parity refunding Bonds not been refunded.

The term "additional parity Bonds" as used in this Section, shall be deemed to mean additional Bonds issued under

the provisions and within the limitations of this Section, payable from Net Revenues on a parity with the Series B Bond and all the covenants and other provisions of this Resolution (except as to details of such additional parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series B Bond and the Holders of any additional parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this Section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on Net Revenues and the funds in the Sinking Fund and the Renewal and Replacement Fund, without preference of any Bond over any other. The District shall make increased payments into the various funds and accounts created in this Resolution as required for and on account of such additional parity Bonds both from the proceeds of such additional parity Bonds and from Gross Revenues, in addition to the payments required for Outstanding Bonds theretofore issued pursuant to this Resolution.

No additional parity Bonds shall be valid unless authenticated pursuant to Section 3.05. Prior to authentication, registration and delivery of such additional parity Bonds, the Registrar shall receive those documents prescribed by Section 3.09 with respect to the Series A and B Bonds modified as deemed necessary by the Registrar to reflect the issuance of such additional parity Bonds. All additional parity Bonds shall mature on those dates, and the semiannual interest thereon shall be payable on those dates, as are established with respect to the previously issued series of Bonds which shall remain Outstanding following issuance of such additional parity Bonds, if any.

The term "additional parity Bonds," as used in this Section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on Net Revenues is subject and junior to the prior and superior lien thereon of the Series B Bond.

No additional parity Bonds shall be issued at any time unless all the payments into the respective funds and accounts provided for in this Resolution on account of the Bonds then Outstanding, and any other payments provided for in this Resolution, shall have been made in full as required to the date of delivery of the additional parity Bonds.

Anything to the contrary in this Section notwithstanding, the District may issue additional parity bonds if required to complete the Project, according to the Plans and Specifications as described in the application filed with the Authority, without meeting the foregoing requirements.

Section 5.09. Insurance; Construction and Fidelity Bonds; Workers' Compensation. The District shall carry with a

reputable insurance carrier or carriers such insurance as is customarily carried with respect to works and properties similar to the System, against loss or damage by fire, explosion, hurricane, earthquake, cyclone, occupancy or other hazards and risks. In time of war, the District also shall carry such insurance as may be available against loss or damage by the risks and hazards of war. Such insurance at all times shall be maintained in an amount equal to the fair appraisal value of the buildings, properties, furniture, fixtures and equipment of the System. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for repairs to and restoration of damaged or destroyed properties of the System or for the other purposes herein for which moneys in the Renewal and Replacement Fund may be applied. The District also shall carry liability insurance for injury or damage to persons or property in such amounts as are adequate for such purposes and customarily carried with respect to works and properties similar to the System. The District will require each contractor dealing directly with the District to provide and maintain: (i) Workers' Compensation coverage, (ii) public liability insurance; (iii) property damage insurance; (iv) vehicular liability insurance, all in amounts and on terms satisfactory to the District and the Authority and (v) performance and payment bonds in amounts of not less than 100% of the construction contracts. The District shall file such payment bonds with the Clerk of the County Commission of Wood County prior to the commencement of construction of the Project in compliance with Chapter 38, Article 2, Section 29 of the Code of West Virginia of 1931, as amended. The District will maintain in force Workers' Compensation coverage for employees of the District, and will obtain for and maintain in force for every officer or employee of the District having custody of any funds of the System fidelity bonds in an amount at least equal to the total amount of funds in the custody of such officer or employeee at any one time.

Section 5.10. Service Rendered to the District. The District will not render or cause to be rendered any free services of any nature by the System; and, in the event the District or any department, agency, instrumentality, officer or employee of the District shall avail itself or himself 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 District and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the District shall transfer from its general funds sufficient sums to pay such charges. The revenues so received shall be deemed to be Gross Revenues and shall be deposited and accounted for in the same manner as other Gross Revenues.

Section 5.11. Enforcement of Collections. The District diligently will enforce and collect all fees, rates, 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, rates, rentals or other charges as shall become delinquent to the full extent permitted or authorized by the Act or otherwise by the laws of the State. Subject to applicable State law and regulations, and under such reasonable rules and regulations as may be prescribed by the District, the District shall discontinue both water and sewer services to all delinquent users of either water services or sewer services or both and shall not resume such services until all such delinquent amounts, including reasonable interest and penalty charges, have been paid in full. As provided in the Act, all fees, rates and charges of the District for sewer facilities are liens on the premises served of equal dignity, rank and priority with the lien on such premises of State, county and school and municipal taxes. To the extent such actions shall be consistent with sound business practice, the Act, all other laws, and applicable rules and regulations of the Public Service Commission, the District will take reasonable steps to perfect such liens, and upon exhaustion of all other remedies to foreclose upon such premises in the manner required by Section 9a of the Act.

Section 5.12. No Competing Franchise. To the extent legally allowable, the District will not grant or cause, consent to or allow the granting of any franchise or permit to any person, firm, corporation or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 5.13. Books and Records. The District will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the System and the Cost of the Works, and any Holder of Bonds, and the Authority shall have the right at all reasonable times to inspect the System, and all parts thereof, and all records, accounts and data of the District relating thereto. As long as the Authority shall hold the Bonds, the District 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 and the administration of the Bonds, Grants, or other sources of financing for the Project.

The accounting system for the System shall follow current generally accepted accounting principles, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of the State and the Act. Separate control accounting records shall be maintained by the District. Subsidiary records as may be required shall be kept in

the manner, on the forms, in the books and along with other bookkeeping records, as prescribed by the District. The District 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 District shall be reported to the Board and to such other agents of the District as the Council shall direct.

The District shall file with the Authority, and shall mail in each year to any Holder of Bonds, requesting the same, an annual report containing the following:

A. A statement of Gross Revenues, Operating Expenses and Net Revenues.

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

The District also, at least once a year, shall cause the books, records and accounts of the System to be completely audited by Independent Acccountants, shall mail upon request, and make available generally, the report of said Independent Accountants, or a summary thereof, to any Holder and shall file said report with the Authority. Said report shall be completed and made available within 120 days following the conclusion of each Fiscal Year. Such audit report shall specifically include a recital that the District is in compliance with the covenants and duties herein provided.

Section 5.14. Initial Schedule of Rates. The rates, fees and other charges for the use of the services and facilities of the System, established under a resolution enacted by the Board on or before the effective date of this Resolution and in full force and effect, or ordered by the Public Service Commission of the State, the time for appeal of such rates, fees and other charges having expired, shall constitute the initial schedule, rates, fees and charges to be collected for use of the services and facilities of the System.

Section 5.15. Operating Budget. Annually, at least 30 days preceding the beginning of each Fiscal Year, the District shall prepare and adopt by resolution a detailed budget of the estimated expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The District shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and shall make available such budget and all such resolutions at all reasonable times to the Authority and, upon request, to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

Section 5.16. 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 of, and the economy of, the District and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory serviced by the System. Accordingly, within the geographic limits of the District and subject to applicable State laws and regulations, every owner, tenant and occupant of every lot, parcel and tract of land that abuts on a street, alley or other public way in which any sewer line, main or facility is located, or which is located within a reasonable distance thereof, not exceeding two hundred fifty (250) feet, and is reasonably accessible thereto, and upon which lot, parcel or tract a building or other habitable structure has been or shall be erected for residential, commercial or industrial use, shall connect the waste or sewage lines of such building or structure with the System if sewage will flow by gravity from such building or structure into the System and shall thereupon and thereafter refrain from using and shall cease to use any other method for the disposal of sewage or water-borne waste matter and shall pay all charges, fees and rates lawfully provided for use of the System.

Subject to applicable State laws and regulations, any such building or structure from which emanates sewage or water-borne waste matter and 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 District 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 5.17. Redemption of Bonds Held by Authority. As long as the Authority is the owner of any of the Series A and B Bonds Outstanding, the District shall not redeem any of such Series A and B Bonds Outstanding without the written consent of the Authority, and any such redemption of Series Aand B Bonds authorized by the Authority shall provide for the payment of interest to the first allowable redemption date for the applicable water development revenue bonds, the redemption premium payable on the applicable water development revenue bonds redeemable as a consequence of such redemption of Series A and B Bonds and the costs and expenses of the Authority in effecting any such redemption, all as further prescribed by Section 9.11 of the General Resolution.

Section 5.18. Payment of WDA Program Expenses. So long as the Bonds are held by the Authority, the District agrees to pay from time to time, as required by the Authority, the District's allocable share of the reasonable administrative expenses of the Authority relating to the WDA Program. Such administrative expenses shall be as determined by the Authority and shall include without limitation WDA Program expenses and fees paid to the trustee and paying agents for the water development revenue bonds. The District hereby specifically authorizes the Authority to exercise the powers granted it by Section 9.06 of the General Resolution.

In the event the District defaults in the payment of any fees due to the Authority pursuant to this section, the amount of such default shall bear interest at the rate of nine and three-fourths percent (9.75%) per annum, from the date of default until the date of the payment thereof.

Section 5.19. Authority Rights on Default. So long as the Authority shall hold Bonds, the District hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the District, the Authority may exercise any or all of the rights and powers granted under Section 6a of the Water Development Act, including without limitation the right to impose, enforce and collect directly charges upon users of the System; and the District hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the District shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority.

Section 5.20. Authority Approval of Federal Pollution Abatement Assurance. The District hereby covenants and agrees to secure approval of the Authority and all other State agencies having jurisdiction before hereafter applying for federal financial assistance for pollution abatement.

ARTICLE VI

INVESTMENTS: NON-ARBITRAGE

Section 6.01. Investments. The District shall invest and reinvest, and hereby instructs the Bond Commission and the Depository Bank to invest and reinvest, in Qualified Investments any moneys held as part of the funds and accounts created by this Resolution to the fullest extent possible subject to applicable laws, this Resolution and the need for such moneys for the purposes set forth herein. The District

may direct the Bond Commission and the Depository Bank in writing as to what particular permitted investments shall be made.

Except as provided below, any investment shall be held in and at all times be deemed a part of the fund or account in which the moneys and investments are held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the corresponding fund or account. The investments held by the Depository Bank shall be valued as of each January 1 and July 1 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; provided, that no investment shall be sold or reduced by reason of the current market value exceeding the cost thereof. The Bond Commission or the Depository Bank, as the case may be, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of any loss on such liquidation. The District may invest funds on deposit with the Depository Bank through the bond department of the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, except losses due to its own gross negligence or willful misconduct.

Qualified Investments may be purchased for the Sinking Fund, including the accounts therein, and for the Renewal and Replacement Fund, either in the open market or from the Construction Trust Fund. If purchased from the Construction Trust Fund, such Qualified Investments shall be purchased at prices equal to their original purchase prices plus accrued interest.

Any Qualified Investments acquired for the Capitalized Interest Account shall mature or be subject to redemption at the option of the holder at least one day prior to the date on which such moneys are required for transfer to the Paying Agent.

Qualified Investments acquired for the Renewal and Replacement Fund shall mature or be subject to redemption at the option of the holder within three years from the date of such investment.

Qualified Investments acquired for the Construction Trust Fund shall mature or be subject to redemption at the option of the holder within one year from the date of such investment or at such time as funds on deposit in the Construction Trust Fund are scheduled to be applied for the

purpose thereof; provided, that the maturities of any Qualified Investments scheduled to be purchased from the Construction Trust Fund for the Capitalized Interest Account, the Reserve Account or the Renewal and Replacement Fund within one year after the purchase thereof for the Construction Trust Fund may exceed one year.

Qualified Investments acquired for the Reserve Account shall mature or be subject to redemption at the option of the holder within five years from the date of such investment.

Section 6.02. Restrictions as to Arbitrage Bonds. The District hereby covenants, and hereby instructs the Bond Commission and the Depository Bank, that it shall not permit the proceeds of the Bonds or any other funds of the District to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 103(c) of the Internal Revenue Code of 1954, as amended. Upon original issuance of any series of Bonds, an Authorized Officer of the District shall certify certain facts and expectations tending to establish that such Bonds are not such arbitrage bonds.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Occurrence of any of the following events shall constitute an "Event of Default" with respect to the Bonds:

A. Default in the due and punctual payment of the principal of, premium, if any, or interest on any Bond;

B. Default in the observance by the District of any of the covenants, agreements or conditions on its part in this Resolution or any Supplemental Resolution or in the Bonds, contained (except as provided in paragraph A above), and continuance thereof for a period of 30 days after written notice specifying such default and requiring that the same be remedied shall have been given to the District by the Depository Bank or by any Holder of the Bonds; or

C. The filing by the District of a petition seeking bankruptcy, reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America or of the State.

Section 7.02. Enforcement. Upon the occurrence and during the continuance of any Event of Default, any Holder of the Bonds, may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights. Without limiting the generality of the foregoing, a Holder of the Bonds, may:

A. Bring suit for any unpaid principal, premium or interest then due;

B. By mandamus or other appropriate proceeding enforce all rights of the Holders, including the performance by the District of its duties under the Act and this Resolution;

C. Bring suit upon the Bonds;

D. By action at law require the District to account as if it were the trustee of an express trust for the Holders of the Bonds; and

E. By action enjoin any acts in violation of this Resolution or of the rights of the Holders of the Bonds.

No remedy by the terms of this Resolution conferred upon or reserved to the Holders of the Bonds, is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to any other remedy given to the Holders of any Bonds, hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Holders shall extend to or affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.03. Appointment of Receiver. If any Event of Default shall have occurred and be continuing, in addition to all other remedies or rights, any Holder of the Bonds, shall have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System on behalf of the District, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds, the

deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses, and to apply such rates, rentals, fees, charges and any other Gross Revenues in conformity with the provisions of this Resolution and the Act.

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

Whenever all that is due upon the Bonds, and interest thereon, and under any covenants of this Resolution for the funds and accounts hereby established, and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the Gross Revenues, shall have been paid and made good, and all defaults under the provisions of this Resolution shall have been cured and made good, possession of the System shall be surrendered to the District upon the entry of an order of the court to that effect. Upon any subsequent Event of Default, any Holder of the Bonds, shall have the same right to secure the further appointment of a receiver.

Such receiver, in the performance of the powers hereinabove conferred, 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 appointed at the direction 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 District and for the joint protection and benefit of the District and first the Holders of the Series A Bond and second the Holders of the Series B Bond. 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 possession, operation and maintenance of the System, for the sole purpose of the protection of both the District and first the Holders of the Series A Bond and second the Holders of the Series B Bond, and the curing and making good of any default under the provisions of this Resolution, and the title to and ownership

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

Section 7.04. Restoration of District and Holder of the Bonds. In case any Holder of the Bonds, shall have proceeded to enforce any right under this Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the claims of such Holder of the Bonds, then and in every such case the District and such Holder shall be restored to their former positions and rights hereunder, and all rights and remedies of such Holder of the Bonds, shall continue as if no such proceedings had been taken, subject to such adverse determination as the court in such proceedings shall have made.

ARTICLE VIII

DEFEASANCE; DISCHARGE OF PLEDGE

Section 8.01. Defeasance; Discharge of Pledge. If the District shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Bonds, the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then this Resolution and the pledges of Net Revenues and other moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the District on behalf of the Holders of the Bonds, made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds, for the payment of which either moneys in an amount which shall be sufficient, or Government Obligations the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of, premium, if any, and interest on such Bonds, shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. Prior to the maturity thereof all Bonds, shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if there shall have been deposited with the Bond Commission or irrevocably in trust with the Depository Bank, as the case may be, either moneys in an amount which shall be sufficient, or Government Obligations the principal of and the

interest on which, when due, without reinvestment, will provide moneys which, together with the moneys, if any, deposited with the Bond Commission or the Depository Bank, as the case may be, at the same or earlier time will be sufficient, to pay when due the principal of, premium, if any, and interest due and to become due on the Bonds, on and prior to the maturity date thereof. Neither Government Obligations nor moneys deposited with the Bond Commission or the Depository Bank, as the case may be, pursuant to this Section, nor principal or interest payments on any such Government Obligations, shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium, if any, and interest on said Bonds; provided, that any cash received from such principal or interest payments on such Government Obligations deposited with the Bond Commission or the Depository Bank, as the case may be, if not then needed for such purpose, to the extent practicable shall be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal of, premium, if any, and interest to become due on the Bonds, on and prior to the maturity dates thereof.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Amendment of Resolution. No amendment or modification to this Resolution or to any Supplemental Resolution which is materially adverse to the Holder of any Bond, may be made without the prior written consents, filed with the Secretary of the Board before any such modification or amendment may be made, of the Holders of sixty percent in aggregate principal amount of the Bonds, then Outstanding. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of, premium, if any, or interest on, any Bond, without the express written consent of the Holder of such Bond, nor reduce the percentage of Bonds, required for consent to any such modification or amendment.

Section 9.02. Evidence of Signatures of Holders and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this Resolution may require or permit to be signed and executed by Holders of Bonds, may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys duly authorized in writing. Proof of the execution of any such instrument, or of an instrument appointing or

authorizing any such attorney, shall be sufficient for any purpose of this Resolution if made in the following manner, or in any other manner satisfactory to the District or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable.

A. The fact and date of the execution by any Holder or his attorney of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgements of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn before such a notary public or other officer, or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, trust company or financial firm or corporation satisfactory to the District or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or assistant secretary.

C. The amount of Bonds, held by a person executing any instrument as a Bondholder, the date of his holding such Bonds, and the numbers and other identification thereof, shall be confirmed by the Register.

Any request, consent or other instrument executed by the Holder of any Bond, shall bind all future Bondholders and owners of such Bond, in respect of anything done or suffered to be done hereunder by the District or the Registrar in accordance therewith.

Section 9.03. Preservation and Inspection of Documents. To the extent allowed under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Resolution shall be retained in its possession and shall be available at all reasonable times for the inspection of the District or any Bondholder, their agents and representatives, but, at the election of the Registrar, any such reports, certificates, statements or other documents may be destroyed or otherwise

disposed of at any time after such date as the pledge created by this Resolution shall be discharged as provided in Article VIII.

Section 9.04. Cancellation of Bonds. All Bonds, purchased or paid and surrendered to the District shall be cancelled and delivered to the Registrar, or if surrendered to the Registrar, shall be cancelled by it. No such cancelled Bonds, shall be deemed Outstanding under this Resolution and no Bonds, shall be issued in lieu thereof. All such Bonds, shall be cancelled and upon order of the District shall be destroyed, and a certificate evidencing such destruction shall be delivered to the District.

Section 9.05. Failure To Present Bonds. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Bond Commission or a Paying Agent in trust for the payment and discharge of any of the Bonds, which remain unclaimed for one year after the date on which such Bonds, have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the District be paid by the Bond Commission or said Paying Agent to the District as its absolute property and free from trust, subject to applicable law on escheat, and the Bond Commission or said Paying Agent thereupon shall be released and discharged with respect thereto, and the Holders of such Bonds, shall look only to the District for the payment of such Bonds; provided, however, that before making any such payment to the District, at the request of either the Bond Commission or such Paying Agent, the Registrar shall send to the Holder by certified mail, at the address listed on the Register, a notice that such moneys remain unclaimed and that, after a date stated in said notice, which date shall be not less than 30 days after the date on which such notice is mailed, the balance of such moneys then unclaimed will be returned to the District.

Section 9.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the District, the Registrar or the Depository Bank shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

A. The District:

Mineral Wells Public Service District
Rt. 2, Box 21
Mineral Wells, West Virginia 26150

Attention: Chairman of the Public Service Board; and to

B. Registrar - as shall be set out in the Supplemental Resolution

Any party listed above may change the address given for it at any time upon written notice thereof sent by United States mail, postage prepaid, to the other parties.

Section 9.07. No Personal Liability. No member of the Board of the District or official or employee of either shall be individually or personally liable for the payment of the principal of, premium, if any, or interest on any Bond or Note, as the case may be, but nothing herein contained shall relieve any such member, official or employee of any duty provided by law or this Resolution.

Section 9.08. Law Applicable. The laws of the State shall govern the construction of this Resolution and of all Bonds, issued hereunder.

Section 9.09. Parties Interested Herein. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the District, the Registrar, the Paying Agent, the Bond Commission, the Depository Bank, the Holders of the Bonds, and the Authority, any right, remedy or claim under or by reason of this Resolution. All the covenants, stipulations, promises and agreements contained in this Resolution by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Registrar, the Paying Agent, the Bond Commission, the Depository Bank, the Holders of the Bonds, and the Authority.

Section 9.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Resolution.

Section 9.11. Table of Contents and Headings. The Table of Contents and headings of the articles and sections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 9.12. Effective Date. This Resolution shall take effect immediately upon adoption.

Adopted this 25th day of November, 1985.

MINERAL WELLS PUBLIC
SERVICE DISTRICT

Roy L. Radabaugh, Chairman

2076P/

EXHIBIT A

[Description of the Project]

Approximately 17 miles of 8-inch through 12-inch gravity sewers, 6 miles of 4-inch through 12-inch force mains, 6 miles of 1 and 1/4-inch through 3-inch pressure sewers, 138 grinder pumps, 5 lift stations, and an aerated facultative lagoon treatment plant, all to be located in portions of Slate, Steele and Tygart Magisterial Districts, Wood County, West Virginia.

2684S

EXHIBIT B

[FORM OF SERIES A BOND]

No. R-1 $1,184,375

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINERAL WELLS PUBLIC SERVICE DISTRICT
SEWERAGE SYSTEM REVENUE BOND, SERIES A

Original Issuance Date	Interest Rate	Bond Date
December 2, 1985	9.75%	December 1, 1985

Registered Owner: WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
Principal Sum: $1,184,375

MINERAL WELLS PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "District"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum specified above to the Registered Owner named above or registered assigns (the "Registered Owner"), in the following principal installments on October 1 of each of the following years:

Year	Principal Installment	Year	Principal Installment
1986	0.00	2006	18,503.00
1987	0.00	2007	20,307.00
1988	3,467.00	2008	22,287.00
1989	3,805.50	2009	24,460.00
1990	4,176.00	2010	26,845.00
1991	4,583.00	2011	29,463.00
1992	5,030.00	2012	32,335.00
1993	5,521.00	2013	35,488.00
1994	6,059.00	2014	38,948.00
1995	6,650.00	2015	42,746.00
1996	7,298.00	2016	46,913.00
1997	8,010.00	2017	51,487.00
1998	8,791.00	2018	56,507.00
1999	9,648.00	2019	62,017.00
2000	10,588.00	2020	68,064.00
2001	11,621.00	2021	74,700.00

2002	12,754.00	2022	81,983.00
2003	13,997.00	2023	89,976.00
2004	15,362.00	2024	98,749.00
2005	16,860.00	2025	108,377.00

The District further hereby promises solely from such special funds also to pay interest on the outstanding principal balance of this Bond from the Bond Date specified above at the Interest Rate per annum specified above semiannually, on the first day of April and the first day of October in each year, beginning April 1, 1986.

The principal and interest of this Bond, and the premium hereon, if any, are payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of public and private debts under the laws of the United States of America at the principal corporate trust department office of Commercial Banking & Trust Company, a West Virginia banking corporation, as paying agent and registrar (the "Registrar"). The interest so payable, and punctually paid or duly provided for, on any interest payment date will be paid to the registered owner as of the close of business on the Regular Record Date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date. Any such interest not so punctually paid or duly provided for forthwith shall cease to be payable to the Registered Owner as of such Regular Record Date, and may be paid to the Registered Owner hereof at the close of business on a Special Record Date for the payment of defaulted interest to be fixed by the Registrar, notice whereof such shall be given to the Registered Owners not less than 10 days prior to such Special Record Date. Interest shall be paid by check or draft mailed to the address of such Registered Owner at the address as it appears on the books of the Registrar (the "Bond Register").

This Bond is the duly authorized Series A Bond (herein referred to as the "Series A Bond") issuable under the Bond Resolution of the District, and pursuant to which this Series A Bond is issued, in the principal amount of $1,184,375 and pursuant to which the Series B Bond in the principal amount of $589,825 (the "Series B Bond") is issued, and is issued for the purpose of assisting the District in the financing of costs of acquiring, constructing and installing sewerage collection and treatment facilities, including costs incidental thereto and to the financing thereof (the "Project"), located within the boundaries of Wood County, West Virginia, all under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended, and a Resolution duly enacted by the Public Service Board of the District on the twenty-sixth day of November,

1985, (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Series A Bond and the interest thereon are payable only from and are secured by the net revenues derived from the System, all funds in the Sinking Fund and the Renewal and Replacement Fund, both established under the Resolution, and the unexpended proceeds of the Bond, and the District hereby and in the Resolution pledges such net revenues and funds to such payment, and the net revenues of the System shall be set aside as a special fund hereby pledged for such purpose. Gross revenues shall be sufficient to pay the expenses of operating and maintaining the System and the principal of, premium, if any, and interest on all Bonds issued pursuant to the Resolution, and to make the other payments required by the Resolution. This Series A Bond does not constitute a corporate indebtedness of the District within the meaning of any statutory or constitutional limitation, nor shall the District be obligated to pay the same or the interest hereon except from said special fund provided from the net revenues of the System, all moneys in said Sinking Fund and in the Renewal and Replacement Fund, and said unexpended Bond proceeds. No recourse shall be had for the payment of this Series A Bond, the premium, if any, or the interest hereon, against the general fund of the District, nor shall the credit or taxing power of the District, if any, be deemed to be pledged thereto. Under the Resolution, the District has covenanted and agreed to fix, establish and collect such just and equitable rates and charges for the use of the services and facilities of the System, and to revise the same from time to time, as will always provide gross revenues equal to at least one hundred ~~ten~~ percent of the ~~average~~ annual amount required to pay the principal of and the interest on the Bonds as the same become due and to accomplish retirement of all obligations for the payment of which such revenues have or shall have been pledged, charged or otherwise encumbered and to leave a balance, after said one hundred ~~ten~~ percent, at least sufficient to provide for all reasonable expenses of repair, maintenance and operation of the System. All required payments of the principal of, premium, if any, and interest on this Series A Bond shall constitute a first charge upon all the net revenues of the System. The District has entered into certain further covenants with the Registered Owners of the Bonds, for the terms of which reference is made to the Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

RLR FIFTEEN (15) RLR (OR, IF ALL APPLICABLE RESERVE ACCOUNTS ARE FUNDED TO THE REQUIREMENTS THEREFOR, 110 %) RLR RLR MAXIM RLR (OR 110 RLR FIFTEE RLR

All moneys received from the sale of the Series A Bond shall be applied solely to the extent provided in the

Resolution and to pay other costs in connection therewith, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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

This Bond, under the provisions of the Act, is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only by transfer of registration hereof with the Registrar.

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

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

IN WITNESS WHEREOF, in the manner provided in the Resolution, The District has caused this Bond to be signed by Roy L. Radabaugh, the Chairman of its Public Service Board, and the seal of said District to be imprinted hereon and attested by the Secretary, and has caused this Bond to be dated as of the Bond Date shown above.

[SEAL]

_____
Chairman Public Service Board

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the Bonds described in the within-mentioned Resolution and has been duly registered in the name set forth above.

COMMERCIAL BANKING & TRUST COMPANY

_____,
as Registrar

By_____
Its Authorized Officer

ASSIGNMENT

For value received, the undersigned Registered Owner do(es) hereby sell, assign and transfer unto _____
_____
_____
(name, address and social security number or other identifying number of assignee) the within Bond and hereby irrevocably constitute(s) and appoint(s) _____ to transfer the said Bond on the books kept for registration of the within Bond with full power of substitution in the premises.

Dated: _____

_____
Registered Owner

Signature Guaranteed: _____

Notice: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or any change whatever.

2087P

EXHIBIT C

[FORM OF SERIES B BOND]

No. SR-1 $589,625

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINERAL WELLS PUBLIC SERVICE DISTRICT
SEWERAGE SYSTEM REVENUE BOND, SERIES B

Original Issuance Date	Interest Rate	Bond Date
December 2, 1985	0.00%	December 1, 1985

Registered Owner: WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
Principal Sum: $589,625

MINERAL WELLS PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "District"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum specified above without interest to the Registered Owner named above or registered assigns (the "Registered Owner"), in the following principal installments on October 1 of each of the following years:

Year	Principal Maturing	Year	Principal Maturing
1986	0.00	2006	15,516.44
1987	0.00	2007	15,516.44
1988	15,516.72	2008	15,516.44
1989	15,516.44	2009	15,516.44
1990	15,516.44	2010	15,516.44
1991	15,516.44	2011	15,516.44
1992	15,516.44	2012	15,516.44
1993	15,516.44	2013	15,516.44
1994	15,516.44	2014	15,516.44
1995	15,516.44	2015	15,516.44
1996	15,516.44	2016	15,516.44
1997	15,516.44	2017	15,516.44
1998	15,516.44	2018	15,516.44
1999	15,516.44	2019	15,516.44

2000	15,516.44	2020	15,516.44
2001	15,516.44	2021	15,516.44
2002	15,516.44	2022	15,516.44
2003	15,516.44	2023	15,516.44
2004	15,516.44	2024	15,516.44
2005	15,516.44	2025	15,516.44

The principal and interest of this Bond, and the premium hereon, if any, are payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of public and private debts under the laws of the United States of America at the principal corporate trust department office of Commercial Banking & Trust Company, a West Virginia banking corporation, as paying agent and registrar (the "Registrar").

This Bond is the duly authorized Series B Bond (herein referred to as the "Series B Bond") issuable under the Bond Resolution of the District, and pursuant to which this Series B Bond is issued, in the principal amount of $589,625 and pursuant to which the Series A Bond in the principal amount of $1,184,375 (the "Series A Bond") is issued, and is issued for the purpose of assisting the District in the financing of costs of acquiring, constructing and installing sewerage collection and treatment facilities, including costs incidental thereto and to the financing thereof (the "Project"), located within the boundaries of Wood County, West Virginia, all under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended, and a Resolution duly enacted by the Public Service Board of the District on the twenty-fifth day of November, 1985, (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Series B Bond is payable only from and is secured by the net revenues derived from the System, all funds in the Sinking Fund and the Renewal and Replacement Fund, both established under the Resolution, and the unexpended proceeds of the Bonds, and the District hereby and in the Resolution pledges such net revenues and funds to such payment, and the net revenues of the System shall be set aside as a special fund hereby pledged for such purpose. Gross revenues shall be sufficient to pay the expenses of operating and maintaining the System and the principal of, premium, if any, and interest on all Bonds issued pursuant to the Resolution, and to make the other payments required by the Resolution. This Series B Bond does not constitute a corporate indebtedness of the District within the meaning of any statutory or constitutional

limitation, nor shall the District be obligated to pay the same except from said special fund provided from the net revenues of the System, all moneys in said Sinking Fund and in the Renewal and Replacement Fund, and said unexpended Bond proceeds. No recourse shall be had for the payment of this Series B Bond, or premium, if any, against the general fund of the District, nor shall the credit or taxing power of the District, if any, be deemed to be pledged thereto. Under the Resolution, the District has covenanted and agreed to fix, establish and collect such just and equitable rates and charges for the use of the services and facilities of the System, and to revise the same from time to time, as will always provide gross revenues equal to at least one hundred ~~ten~~ percent of the ~~average~~ annual amount required to pay the principal of and the interest on the Bonds as the same become due and to accomplish retirement of all obligations for the payment of which such revenues have or shall have been pledged, charged or otherwise encumbered and to leave a balance, after said one hundred ~~ten~~ percent, at least sufficient to provide for all reasonable expenses of repair, maintenance and operation of the System. All required payments of the principal of, and premium, if any, on this Series B Bond shall constitute a charge upon all the net revenues of the Systems, subordinate and junior in priority to the pledge of the Net Revenues of the System to secure the payment of the Series A Bond as provided in the Resolution. The District has entered into certain further covenants with the Registered Owners of the Bonds, for the terms of which reference is made to the Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

RLP FIFTEEN

RLP FIFTEEN (OR 110%) RLP

RLP MAXI (OR 1 APPLICA RESERVE ACCOUN ARE FU TO THE UIREM THEREO 110 % RLP

All moneys received from the sale of the Series B Bond shall be applied solely to the extent provided in the Resolution and to pay other costs in connection therewith, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Series B Bond, which lien is subordinate and junior in priority to the lien created and granted thereon in favor of the Series A Bond.

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

payment of the principal of, premium, if any, and interest on the Bonds.

This Bond, under the provisions of the Act, is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only by transfer of registration hereof with the Registrar.

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

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

IN WITNESS WHEREOF, in the manner provided in the Resolution, The District has caused this Bond to be signed by Roy L. Radabaugh, the Chairman of its Public Service Board and the seal of said District to be imprinted hereon and attested by the Secretary, and has caused this Bond to be dated as of the Bond Date shown above.

[SEAL]

_____
Chairman Public Service Board

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the Bonds described in the within-mentioned Resolution and has been duly registered in the name set forth above.

COMMERCIAL BANKING & TRUST COMPANY

_____,
as Registrar

By_____
Its Authorized Officer

ASSIGNMENT

For value received, the undersigned Registered Owner do(es) hereby sell, assign and transfer unto _____
_____
_____
(name, address and social security number or other identifying number of assignee) the within Bond and hereby irrevocably constitute(s) and appoint(s) _____ to transfer the said Bond on the books kept for registration of the within Bond with full power of substitution in the premises.

Dated: _____

_____
Registered Owner

Signature Guaranteed: _____

Notice: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or any change whatever.

2092P

CERTIFICATE

I, Carl E. Carney, as Secretary of the Public Service Board of Mineral Wells Public Service District, County of Wood, West VIrginia, do hereby certify that the foregoing is a true copy of a resolution pertaining to the issuance of sewerage system revenue bonds, which resolution was introduced at a meeting of the Public Service Board of Mineral Wells Public Service District held on November 25, 1985, and was adopted and entered by said Board at said meeting, which meeting was duly called and held in accordance with the rules and procedures of said Board and applicable provisions of law.

I do further certify that the following members of said Board were present and active throughout said meeting held on November 25, 1985:

Roy L. Radabaugh, Chairman

Carl E. Carney, Secretary

Charles M. Stewart, Jr., Treasurer

being all of the three members of said Board.

WITNESS the signature of said Carl E. Carney, Secretary of the Public Service Board of Mineral Wells Public Service District, and the seal of said Board, this 25th day of November, 1985.

Carl E. Carney

Carl E. Carney, Secretary

2706S

No. R-1 $1,184,375

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINERAL WELLS PUBLIC SERVICE DISTRICT
SEWERAGE SYSTEM REVENUE BOND, SERIES A

Original Issuance Date	Interest Rate	Bond Date
December 2, 1985	9.75%	December 1, 19

Registered Owner: WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
Principal Sum: $1,184,375

MINERAL WELLS PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "District"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum specified above to the Registered Owner named above or registered assigns (the "Registered Owner"), in the following principal installments on October 1 of each of the following years:

Year	Principal Installment	Year	Principal Installment
1986	0.00	2006	18,503.00
1987	0.00	2007	20,307.00
1988	3,467.00	2008	22,287.00
1989	3,805.50	2009	24,460.00
1990	4,176.00	2010	26,845.00
1991	4,583.00	2011	29,463.00
1992	5,030.00	2012	32,335.00
1993	5,521.00	2013	35,488.00
1994	6,059.00	2014	38,948.00
1995	6,650.00	2015	42,746.00
1996	7,298.00	2016	46,913.00
1997	8,010.00	2017	51,487.00
1998	8,791.00	2018	56,507.00
1999	9,648.00	2019	62,017.00
2000	10,588.00	2020	68,064.00
2001	11,621.00	2021	74,700.00

SPECIMEN

2002	12,754.00	2022	81,983.00
2003	13,997.00	2023	89,976.00
2004	15,362.00	2024	98,749.00
2005	16,860.00	2025	108,377.00

The District further hereby promises solely from such special funds also to pay interest on the outstanding principal balance of this Bond from the Bond Date specified above at the Interest Rate per annum specified above semiannually, on the first day of April and the first day of October in each year, beginning April 1, 1986.

The principal and interest of this Bond, and the premium hereon, if any, are payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of public and private debts under the laws of the United States of America at the principal corporate trust department office of Commercial Banking & Trust Company, a West Virginia banking corporation, as paying agent and registrar (the "Registrar"). The interest so payable, and punctually paid or duly provided for, on any interest payment date will be paid to the registered owner as of the close of business on the Regular Record Date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date. Any such interest not so punctually paid or duly provided for forthwith shall cease to be payable to the Registered Owner as of such Regular Record Date, and may be paid to the Registered Owner hereof at the close of business on a Special Record Date for the payment of defaulted interest to be fixed by the Registrar, notice whereof such shall be given to the Registered Owners not less than 10 days prior to such Special Record Date. Interest shall be paid by check or draft mailed to the address of such Registered Owner at the address as it appears on the books of the Registrar (the "Bond Register").

This Bond is the duly authorized Series A Bond (herein referred to as the "Series A Bond") issuable under the Bond Resolution of the District, and pursuant to which this Series A Bond is issued, in the principal amount of $1,184,375 and pursuant to which the Series B Bond in the principal amount of $589,825 (the "Series B Bond") is issued, and is issued for the purpose of assisting the District in the financing of costs of acquiring, constructing and installing sewerage collection and treatment facilities, including costs incidental thereto and to the financing thereof (the "Project"), located within the boundaries of Wood County, West Virginia, all under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended, and a Resolution duly enacted by the Public Service Board of the District on the twenty-sixth day of November,

1985, (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Series A Bond and the interest thereon are payable only from and are secured by the net revenues derived from the System, all funds in the Sinking Fund and the Renewal and Replacement Fund, both established under the Resolution, and the unexpended proceeds of the Bond, and the District hereby and in the Resolution pledges such net revenues and funds to such payment, and the net revenues of the System shall be set aside as a special fund hereby pledged for such purpose. Gross revenues shall be sufficient to pay the expenses of operating and maintaining the System and the principal of, premium, if any, and interest on all Bonds issued pursuant to the Resolution, and to make the other payments required by the Resolution. This Series A Bond does not constitute a corporate indebtedness of the District within the meaning of any statutory or constitutional limitation, nor shall the District be obligated to pay the same or the interest hereon except from said special fund provided from the net revenues of the System, all moneys in said Sinking Fund and in the Renewal and Replacement Fund, and said unexpended Bond proceeds. No recourse shall be had for the payment of this Series A Bond, the premium, if any, or the interest hereon, against the general fund of the District, nor shall the credit or taxing power of the District, if any, be deemed to be pledged thereto. Under the Resolution, the District has covenanted and agreed to fix, establish and collect such just and equitable rates and charges for the use of the services and facilities of the System, and to revise the same from time to time, as will always provide gross revenues equal to at least one hundred ~~ten~~ percent of the ~~average~~ annual amount required to pay the principal of and the interest on the Bonds as the same become due and to accomplish retirement of all obligations for the payment of which such revenues have or shall have been pledged, charged or otherwise encumbered and to leave a balance, after said one hundred ~~ten~~ percent, at least sufficient to provide for all reasonable expenses of repair, maintenance and operation of the System. All required payments of the principal of, premium, if any, and interest on this Series A Bond shall constitute a first charge upon all the net revenues of the System. The District has entered into certain further covenants with the Registered Owners of the Bonds, for the terms of which reference is made to the Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

RLR FIFTEEN (15) RLR MAXIM RLR (OR, IF ALL APPLICABLE RESERVE ACCOUNTS ARE FUNDED TO THE REQUIREMENTS THEREFOR, 110 %) RLR RLR (OR 110 FIFTEE RLR

All moneys received from the sale of the Series A Bond shall be applied solely to the extent provided in the

Resolution and to pay other costs in connection therewith, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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

This Bond, under the provisions of the Act, is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only by transfer of registration hereof with the Registrar.

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

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

IN WITNESS WHEREOF, in the manner provided in the Resolution, The District has caused this Bond to be signed by Roy L. Radabaugh, the Chairman of its Public Service Board, and the seal of said District to be imprinted hereon and attested by the Secretary, and has caused this Bond to be dated as of the Bond Date shown above.

[SEAL]

_____
Chairman Public Service Board

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Bonds described in the within-mentioned Resolution and has been duly registered in the name set forth above.

COMMERCIAL BANKING & TRUST COMPANY
Registrar

By _____
Its Authorized Officer

ASSIGNMENT

For value received, the undersigned Registered Owner do(es) hereby sell, assign and transfer unto _____

_____

_____

(name, address and social security number or other identifying number of assignee) the within Bond and hereby irrevocably constitute(s) and appoint(s) _____ to transfer the said Bond on the books kept for registration of the within Bond with full power of substitution in the premises.

Dated: _____

_____
Registered Owner

Signature Guaranteed: _____

Notice: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or any change whatever.

No. SR-1 $589,625

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINERAL WELLS PUBLIC SERVICE DISTRICT
SEWERAGE SYSTEM REVENUE BOND, SERIES B

Original Issuance Date	Interest Rate	Bond Date
December 2, 1985	0.00%	December 1, 198

Registered Owner: WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
Principal Sum: $589,625

MINERAL WELLS PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "District"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum specified above without interest to the Registered Owner named above or registered assigns (the "Registered Owner"), in the following principal installments on October 1 of each of the following years:

Year	Principal Maturing	Year	Principal Maturing
1986	0.00	2006	15,516.44
1987	0.00	2007	15,516.44
1988	15,516.72	2008	15,516.44
1989	15,516.44	2009	15,516.44
1990	15,516.44	2010	15,516.44
1991	15,516.44	2011	15,516.44
1992	15,516.44	2012	15,516.44
1993	15,516.44	2013	15,516.44
1994	15,516.44	2014	15,516.44
1995	15,516.44	2015	15,516.44
1996	15,516.44	2016	15,516.44
1997	15,516.44	2017	15,516.44
1998	15,516.44	2018	15,516.44
1999	15,516.44	2019	15,516.44

SPECIMEN

2000	15,516.44	2020	15,516.44
2001	15,516.44	2021	15,516.44
2002	15,516.44	2022	15,516.44
2003	15,516.44	2023	15,516.44
2004	15,516.44	2024	15,516.44
2005	15,516.44	2025	15,516.44

The principal and interest of this Bond, and the premium hereon, if any, are payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of public and private debts under the laws of the United States of America at the principal corporate trust department office of Commercial Banking & Trust Company, a West Virginia banking corporation, as paying agent and registrar (the "Registrar").

This Bond is the duly authorized Series B Bond (herein referred to as the "Series B Bond") issuable under the Bond Resolution of the District, and pursuant to which this Series B Bond is issued, in the principal amount of $589,625 and pursuant to which the Series A Bond in the principal amount of $1,184,375 (the "Series A Bond") is issued, and is issued for the purpose of assisting the District in the financing of costs of acquiring, constructing and installing sewerage collection and treatment facilities, including costs incidental thereto and to the financing thereof (the "Project"), located within the boundaries of Wood County, West Virginia, all under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended, and a Resolution duly enacted by the Public Service Board of the District on the twenty-fifth day of November, 1985, (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Series B Bond is payable only from and is secured by the net revenues derived from the System, all funds in the Sinking Fund and the Renewal and Replacement Fund, both established under the Resolution, and the unexpended proceeds of the Bonds, and the District hereby and in the Resolution pledges such net revenues and funds to such payment, and the net revenues of the System shall be set aside as a special fund hereby pledged for such purpose. Gross revenues shall be sufficient to pay the expenses of operating and maintaining the System and the principal of, premium, if any, and interest on all Bonds issued pursuant to the Resolution, and to make the other payments required by the Resolution. This Series B Bond does not constitute a corporate indebtedness of the District within the meaning of any statutory or constitutional

limitation, nor shall the District be obligated to pay the same except from said special fund provided from the net revenues of the System, all moneys in said Sinking Fund and in the Renewal and Replacement Fund, and said unexpended Bond proceeds. No recourse shall be had for the payment of this Series B Bond, or premium, if any, against the general fund of the District, nor shall the credit or taxing power of the District, if any, be deemed to be pledged thereto. Under the Resolution, the District has covenanted and agreed to fix, establish and collect such just and equitable rates and charges for the use of the services and facilities of the System, and to revise the same from time to time, as will always provide gross revenues equal to at least one hundred ~~ten~~ percent of the ~~average~~ annual amount required to pay the principal of and the interest on the Bonds as the same become due and to accomplish retirement of all obligations for the payment of which such revenues have or shall have been pledged, charged or otherwise encumbered and to leave a balance, after said one hundred ~~ten~~ percent, at least sufficient to provide for all reasonable expenses of repair, maintenance and operation of the System. All required payments of the principal of, and premium, if any, on this Series B Bond shall constitute a charge upon all the net revenues of the Systems, subordinate and junior in priority to the pledge of the Net Revenues of the System to secure the payment of the Series A Bond as provided in the Resolution. The District has entered into certain further covenants with the Registered Owners of the Bonds, for the terms of which reference is made to the Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

RLP FIFTEEN

RLP FIFTEEN (OR 110%) RLP

R. MAXI (OR 1 APPLICA RESERVE ACCOUN ARE FU TO THE UIREM THEREO 110 % RLP

All moneys received from the sale of the Series B Bond shall be applied solely to the extent provided in the Resolution and to pay other costs in connection therewith, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Series B Bond, which lien is subordinate and junior in priority to the lien created and granted thereon in favor of the Series A Bond.

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

payment of the principal of, premium, if any, and interest on the Bonds.

This Bond, under the provisions of the Act, is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only by transfer of registration hereof with the Registrar.

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

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

IN WITNESS WHEREOF, in the manner provided in the Resolution, The District has caused this Bond to be signed by Roy L. Radabaugh, the Chairman of its Public Service Board and the seal of said District to be imprinted hereon and attested by the Secretary, and has caused this Bond to be dated as of the Bond Date shown above.

[SEAL]

_____
Chairman Public Service Board

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Bond is one of the Bonds described in the within-mentioned Resolution and has been duly registered in the name set forth above.

COMMERCIAL BANKING & TRUST COMPANY
Registrar

By _____
Its Authorized Officer

ASSIGNMENT

For value received, the undersigned Registered Owner do(es) hereby sell, assign and transfer unto _____

_____

_____
(name, address and social security number or other identifying number of assignee) the within Bond and hereby irrevocably constitute(s) and appoint(s) _____ to transfer the said Bond on the books kept for registration of the within Bond with full power of substitution in the premises.

Dated: _____

_____
Registered Owner

Signature Guaranteed: _____

Notice: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or any change whatever.

ASSIGNMENT SEPARATE FROM BOND

FOR VALUE RECEIVED, the West Virginia Water Development Authority hereby sells, assigns and transfer unto Kanawha Valley Bank, N.A., Charleston, West Virginia, the revenue bond of the Mineral Wells Public Service District in the principal amount of $1,184,375, No. R-1 herewith, standing in the name of West Virginia Water Developoment Authority on the books of said Governmental Agency.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Edgar N. Henry

Authorized Representative

Dated: December 2, 1985

Requisition as to Loan to Governmental Agency

To: KANAWHA VALLEY BANK, N.A., Trustee

A. Name of Governmental Agency to which payment is to be made: Mineral Wells Public Service District.

B. Total Amount to be paid: $1,184,375

C. Certification by Water Developoment Authority:

I hereby certify that under the terms and provisions of the Loan Agreement providing for the Loan to the above-captioned Governmental Agency, dated November 25, 1985, said Governmental Agency has sold its Local Bonds to the Authority in the principal amount equal to the amount of the Loan set forth in B above, that such Governmental Agency is obligated to make Local Bonds Payments and to pay Fees and Charges in accordance with Section 9.09 of the General Resolution and that such Governmental Agency is not in default under any of the terms or provisions of said Loan Agreement.

I further certify that the Local Bonds Payments will be sufficient to pay interest on and Principal Installments of the Bonds, the proceeds of which are used to fund the Loan Obligation, as such interest and Principal Installments come due.

The above certifications comply with Subsections 6.06(2)(a)(ii) and (v) of the General Resolution.

Authorized Representative
West Virginia Water Development Authority

DATE: November 2, 1985

WDA-6

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

INVOICE FOR PAYMENT

4/5670-18-025-01
550-518-709-5

APPROVAL OF grant PAYMENT FOR construction OF WASTE TREATMENT WORKS.

PAY TO: Mineral Wells Public Service District

DATE: December 2, 1985

ADDRESS: Route 2, Box 21
Mineral Wells, WV 26150

PROJECT NO: C-540241-03

COUNTY: Wood

AMOUNT: $ 150,000.00

PAYMENT REQUEST NO: 1

THIS INVOICE FOR PAYMENT IS ISSUED PURSUANT TO PURCHASE ORDER NO. 5 CONSTITUTING ACCEPTANCE OF AGREEMENT MADE BY AND BETWEEN THE STATE OF WEST VIRGINIA, BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCE AND ADMINISTRATION FOR AND ON BEHALF OF THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, AND Mineral Wells Public Service District. THE MONEY FOR WHICH THIS DOCUMENT IS PROVIDED IS NEEDED FOR PRESENT USE AND FOR THE PURPOSE FOR WHICH APPROPRIATED.

NAME AND TITLE OF REPRESENTATIVE: Mr. Roy L. Radabaugh

TITLE: Chairman

SIGNATURE: Roy L. Radabaugh

DATE: December 2, 1985

STATE OF WEST VIRGINIA, COUNTY OF Kanawha.

TAKEN, SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF December, 19 85

NOTARY: Barbara Butcher Meadows

MY COMMISSION EXPIRES: January 17, 1994

NAME OF DIRECTOR OF WEST VIRGINIA WATER DEVELOPMENT AUTHORITY: Edgar N. Henry

SIGNATURE: Edgar N. Henry

DATE: December 2, 1985

STATE OF WEST VIRGINIA, COUNTY OF KANAWHA.

TAKEN, SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF December, 19 85

NOTARY: Barbara Butcher Meadows

MY COMMISSION EXPIRES: January 17, 1994

WDA-6

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

INVOICE FOR PAYMENT

84/5670-18-025-01
550-518-709-5

APPROVAL OF **loan** PAYMENT FOR **construction** OF WASTE TREATMENT WORKS.

PAY TO: **Mineral Wells Public Service District**
Route 2, Box 21
ADDRESS: Mineral Wells, WV 26150

DATE: **December 2, 1985**

PROJECT NO: C-540241-03

COUNTY: **Wood**

AMOUNT: $ 500,625.00

PAYMENT REQUEST NO: 1

THIS INVOICE FOR PAYMENT IS ISSUED PURSUANT TO PURCHASE ORDER NO. 0A CONSTITUTING ACCEPTANCE OF AGREEMENT MADE BY AND BETWEEN THE STATE OF WEST VIRGINIA, BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCE AND ADMINISTRATION FOR AND ON BEHALF OF THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, AND Mineral Wells Public Service District. THE MONEY FOR WHICH THIS DOCUMENT IS PROVIDED IS NEEDED FOR PRESENT USE AND FOR THE PURPOSE FOR WHICH APPROPRIATED.

NAME AND TITLE OF REPRESENTATIVE: Mr. Roy L. Radabaugh

TITLE: Chairman

SIGNATURE: Roy L. Radabaugh

DATE: December 2, 1985

STATE OF WEST VIRGINIA, COUNTY OF Kanawha.

TAKEN, SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF December, 19 85

NOTARY: Barbara Butcher Meadows

MY COMMISSION EXPIRES: January 17, 1994

NAME OF DIRECTOR OF WEST VIRGINIA WATER DEVELOPMENT AUTHORITY: Edgar N. Henry

SIGNATURE: Edgar N. Henry

DATE: December 2, 1985

STATE OF WEST VIRGINIA, COUNTY OF KANAWHA.

TAKEN, SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF December, 19 85.

NOTARY: Barbara Butcher Meadows

MY COMMISSION EXPIRES: January 17, 1994